

**ATTACHMENT A**

**DECLARATION OF FRANK WICKOWSKI**

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

MAW Communications, Inc.,

*Complainant,*

v.

PPL Electric Utilities Corporation,

*Defendant.*

File No.

**DECLARATION OF FRANK T. WICKOWSKI**

I, FRANK T. WICKOWSKI, declare as follows:

1. I am President and CEO of MAW Communications, Inc. ("MAW"), with a general office address of 419 Washington Street, Reading, Pennsylvania. I make this Declaration in support of MAW's Pole Attachment Complaint in the above-captioned case. I know the following of my own personal knowledge, and if called as a witness in this action, I could and would testify competently to these facts under oath.
2. I founded MAW Communications in 1997 and have served as President and CEO for 22 years. In this role, I am responsible for managing all aspects of MAW's business, including sales, marketing, operations, and business planning.
3. I have reviewed the allegations in the Pole Attachment Complaint filed in this proceeding as well as the exhibits attached hereto and verify that they are true and correct to the best of my knowledge, information and belief.
4. Founded in 1997, MAW is a family-owned Pennsylvania telecommunications carrier with a Certificate of Public Convenience ("CPC") issued by the Pennsylvania Public Utility

Commission (“PA PUC”) to provide facilities-based telecommunications services in Pennsylvania.<sup>1</sup>

5. MAW’s fiber optic network includes over 4,500 strand miles of fiber in Berks and Lancaster counties.

6. To construct its fiber optic network in Lancaster and Berks counties, MAW requires access to PPL owned or controlled poles.

7. MAW and PPL entered into a Pole Attachment Agreement in 2002 setting forth the terms of MAW’s access and attachment to PPL poles. The Pole Attachment Agreement became effective January 1, 2003 and is in effect today.

8. In December 2014, MAW entered into a Municipal Carrier Agreement (“MCA”) with the City of Lancaster (“Lancaster” or “the City”) to rebuild the network that supports the City’s traffic controllers and the Lancaster Community Safety Coalition’s (“LCSC”) camera network and to deploy Pennsylvania’s first community broadband network, “LanCity Connect.”<sup>2</sup>

9. MAW’s existing and planned network facilities in the City provide control and monitoring of hundreds of cameras and traffic lights, as well as broadband and telecommunications services for health care facilities, the City Police Department, City and County Administration Services, and Public Works, including water services, street services, code services, administration services, and other similar services. MAW also has an agreement to provide broadband and telecommunications services to Penn Medicine’s Lancaster General Hospital facility (“LGH”), but has been unable to turn up services to LGH because of its dispute

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<sup>1</sup> See MAW Communications Inc. Certificate of Public Convenience, attached hereto as Exhibit 1.

<sup>2</sup> See Redacted Municipal Carrier Agreement between the City of Lancaster and MAW, attached hereto as Exhibit 2.

with PPL. The LanCity network also serves retail broadband customers; currently, MAW has approximately 300 residential and business customers on this network.

10. MAW's existing and planned network in the City of Lancaster is an all-fiber network. The fiber utilized by MAW is lightweight, particularly as compared to copper and older coaxial facilities and does not conduct electricity.

11. Some of the fiber cable that MAW deploys is attached using steel strand and some of the cable is all-dielectric self-supporting ("ADSS") cable. ADSS service drop cable typically weighs less than 20 pounds per 1,000 feet of strand and is comparable in size to a drinking straw. By comparison, older copper feeder cables can weigh as much as 5,000 pounds per 1,000 feet.<sup>3</sup>

12. The physical characteristics of the ADSS portion of MAW's network allows MAW's fiber to be placed closer to electric facilities than can conductive telecommunications cables.

13. As part of the MCA, MAW assumed the rights and responsibilities for certain existing City and LCSC fiber and attachments in the City of Lancaster.

14. MAW received permission from LCSC to assume ownership of LCSC's 475 fiber optic cable attachments and promptly notified PPL.<sup>4</sup>

15. However, once MAW began the process of rebuilding the LCSC fiber network, it discovered that the City and LCSC's records were incomplete, and that the City and LCSC in fact had 960 existing attachments on PPL poles. Once the rebuild was complete, MAW alerted PPL to the total number of attachments, explained that the City's and LCSC's records were not

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<sup>3</sup> See Photograph comparing cable to drinking straw, attached hereto as Exhibit 3.

<sup>4</sup> See Letter from Wes Farmer, Ph.D, Executive Director, LCSC, to William Klokis, Pole Attachments Manager, PPL (Mar. 17, 2015), attached hereto as Exhibit 4.



accurate, and told PPL that profile sheets, photos, and videos of all 960 attachments (data and records created by MAW) were available upon request.<sup>5</sup>

16. Despite a promise to do so in 2015, the City and LCSC will not transfer their remaining attachments to MAW until MAW and PPL agree upon a remediation plan to address the parties' dispute concerning alleged unauthorized attachments. As such, the City currently retains 379 attachments and LCSC retains 380 attachments as of today that were intended to be transferred to MAW.

17. As part of its LanCity Connect and LGH projects, MAW must build and install significant amounts of new fiber along routes where there is no existing City, MAW, or LCSC fiber. In accordance with the Pole Attachment Agreement, MAW applied to PPL to construct this portion of the network. MAW has not made any attachments for this "new build" network.

18. Specifically, beginning in January 2016, MAW submitted its first four attachment applications to extend the backbone network to support traffic sensors, cameras, and the LanCity Connect and LGH projects. In response, PPL issued extremely high pre-construction engineering and make-ready estimate "quotes" to complete these attachment applications.<sup>6</sup>

19. **First**, PPL's 2016 pre-construction engineering and make-ready "quotes" were extremely high. The make-ready estimates were high in part due to the fact that PPL required that any new attaching entity—in this case MAW—occupy the highest, typically occupied point on the pole rather than available space lower on the pole, which resulted in substantially more make-ready work than was necessary.

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<sup>5</sup> See Letter from Frank Wiczowski, President, MAW Communications, to PPL Joint Use – Pole Attachments Division (Jan. 15, 2016), attached hereto as Exhibit 5.

<sup>6</sup> See PPL Quote Number 81011517-3 (Apr. 7, 2016); PPL Quote Number 81013474-3 (Nov. 15, 2016); PPL Quote Number 81013478-3 (Nov. 15, 2016); PPL Quote Number 81013546-3 (Dec. 1, 2016), all attached hereto as Exhibit 6.

20. As a result, the new attacher must pay to move all existing attachments down to new positions and place the new attachment on top of the pole's communications space, forcing make-ready on nearly every pole because there are few poles that do not have any attachments located in the topmost position. In many cases, an attachment can be made below other facilities consistent with the National Electrical Safety Code ("NESC"), but PPL prohibits connections below the ILEC regardless of whether space is available per the NESC.

21. Requiring the newest attacher to occupy the uppermost attachment location forces unnecessary make-ready. For example, PPL estimated that of the 279 total poles in MAW's initial submission, 137 would require make-ready based on PPL's engineering, nearly fifty percent of poles submitted. In contrast, in each of the several paths that MAW designed along the same route, using other available space in the communications zone, make-ready would be required on only 2 poles, representing less than two percent of the total number of poles identified by PPL as having required make-ready.

22. When MAW first raised the attachment location issue with PPL in 2016, PPL attributed the problem to a "glitch" in PPL's online portal forcing all new attachments to assume the topmost position on the pole.

23. PPL estimated that it would cost over \$200,000 to fix the software "glitch" requiring any new attacher to assume the topmost position on the pole. When MAW offered to pay to fix the "glitch," PPL refused, and thus the portal glitch became PPL's official policy.

24. In the vast majority of instances where PPL is mandating unnecessary make-ready, there is enough room on the pole for the new attachment to be installed in compliance with the NESC without relocating existing attachments and still allowing for continuity in the new attacher's facilities.

25. PPL's policy mandating that new attachers occupy the highest point on the pole causes extra make-ready work and needlessly increases the make-ready costs associated with each pole.

26. *Second*, the 2016 "quotes" were not sufficiently detailed for MAW to fully assess the reasonableness of the charges. The 2016 quotes break out charges between "Make Ready – Construction" and "Make Ready – Engineering," but do not identify any further details substantiating the charges, rendering them insufficient for MAW to assess or verify the reasonableness of the charges.

27. Together, PPL's 2016 quotes total \$56,624 in "Make Ready – Engineering" and \$141,926 in "Make Ready – Construction" charges. These quotes average \$202.95 per pole in pre-construction engineering costs and \$1,035.96 per pole for make-ready. Based on rough math using the limited information PPL provided, MAW estimated these charges to be up to ten times higher than historically seen from PPL or other Pennsylvania pole owners. MAW found these quotes to be inconsistent with its Pole Attachment Agreement and federal law. Cumulatively, extrapolated to MAW's planned network using PPL poles, these proposed charges would increase the cost of MAW's planned network up to or exceeding \$2.5 million in pre-engineering and make-ready charges alone.

28. Upon receipt of the 2016 quotes, MAW formally disputed the amounts and began executive discussions with PPL to resolve the dispute. MAW asked for additional detail regarding the basis for the quotes, but PPL did not provide any additional detail.<sup>7</sup> MAW has been unable to reach a resolution with PPL regarding the 2016 quotes.

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<sup>7</sup> See Email from Michael Shafer to Eric Winter and Jeffrey Franklin (July 18, 2018), attached hereto as Exhibit 7; Letter from Eric E. Winter, Prince Law Offices, P.C. (counsel to MAW) to Joseph S. D'Amico Jr., Fitzpatrick Lentz and Bubba (counsel to PPL) (Aug. 27, 2018), attached hereto as Exhibit 8.

29. PPL is demanding that MAW pay \$56,624 in charges for “Make Ready – Engineering” as well as costs related to the removal of MAW’s attachments, unauthorized attachment penalties of five years back rent for each year that the attachments have been in place (contrary to the terms of the Pole Attachment Agreement), and for “PPL time spent managing progress under Court Order September\_November” for a total of \$246,867.62.<sup>8</sup> MAW disputes that it owes these amounts. Consistent with the terms of the Pole Attachment Agreement, MAW has paid PPL’s fees for 428 attachments in Lancaster since 2015, totaling \$13,700.28. MAW also paid PPL for \$14,394.38 and \$30,535.80 for a survey of its attachments performed by Katapult, which PPL claimed was necessary but which did not reveal any attachments beyond those identified by MAW during the rebuild, the results of which MAW offered to PPL on numerous occasions.<sup>9</sup>

30. PPL is refusing to provide supporting detail or entertain MAW’s dispute concerning the make-ready engineering charges associated with MAW’s four new build applications.

31. On March 23, 2017, citing the negative impacts of “PPL’s make-ready demands,” MAW’s leadership, together with the leadership of Lancaster General Hospital and the Mayor of Lancaster, wrote to PPL seeking to resolve any differences “before pursuing legal remedies” and requested a response within ten business days.<sup>10</sup>

32. On August 24, 2017, the City of Lancaster, through counsel, once again formally requested an executive-level meeting with PPL, MAW, and Lancaster General Hospital to

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<sup>8</sup> See PPL Payment Demand Summary, attached hereto as Exhibit 9.

<sup>9</sup> See PPL Invoices for MAW attachments for the years 2015, 2016, and 2017, attached hereto as Exhibit 10.

<sup>10</sup> See Letter from Frank Wiczowski, President, MAW Communications, Richard Gray, Mayor, City of Lancaster, and Gary Davidson, Senior Vice President, Chief Information Technology Officer, Lancaster General Health – Penn Medicine to David Bonenberger, PPL (Mar. 23, 2017), attached hereto as Exhibit 11.

resolve the make-ready issue by September 8, 2017. If resolution was not met, the City of Lancaster and MAW requested PPL's consent to FCC mediation.<sup>11</sup> Resolution was ultimately not met in September 2017 and PPL did not formally consent to FCC mediation.

33. As a separate part of its LanCity Connect project, MAW sought to upgrade and rebuild the existing "multimode" fiber network in use for the Traffic and Camera network operated by the City of Lancaster and LCSC ("existing municipal plant") transferred to MAW in connection with the December 2014 MCA between MAW and the City.

34. The existing municipal plant had deteriorated to the point where it did not meet carrier standards. Accordingly, rather than overloading its fiber onto obsolete plant, MAW sought to rebuild the deteriorated municipal plant entirely with new, lighter fiber, and remove the obsolete plant, thereby lessening the ultimate load on the poles to which the municipal plant was attached.

35. To maintain connectivity while installing new fiber for its rebuild project, MAW temporarily relocated certain existing municipal plant attachments using industry standard processes. To wit, where there is existing City and/or LCSC fiber on a pole, MAW lifted that fiber onto a temporary attachment (typically, a J-hook), replacing the old installation with new fiber, and planned to remove the old fiber once all telecommunications functions were shifted to the newly installed fiber.

36. The City and LCSC constructed the existing municipal network prior to MAW assuming responsibility for the attachments. PPL had already approved many of the underlying existing attachments made by the City of Lancaster and LCSC that formed this existing backbone network. As MAW became aware that the City and LCSC's documented records did

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<sup>11</sup> See Letter from Phillip M. Fraga, Cohen Law Group (counsel to the City of Lancaster), to David Bonenberger, PPL (Aug. 24, 2017), attached hereto as Exhibit 12.

not accurately depict the existing municipal plant in its entirety, MAW surveyed and documented all of the municipal network attachments to PPL poles prior to beginning the rebuild.

37. In April 2015, I notified Mr. William Klokis, PP&L Project Manager Reliability Programs and Pole Attachments, of the plans for the rebuild project for approval prior to commencing construction. I emailed Mr. Klokis to notify him that MAW would assume responsibility for the 475 existing LCSC fiber attachments and attached the necessary paperwork.<sup>12</sup> I notified Mr. Klokis that the existing City and LCSC cable plant was “not up to carrier standards,” and MAW had thus planned to J-and-raise the substandard plant so that it could replace it with new fiber, which would “ultimately result in a safer and more robust plant . . . .”<sup>13</sup> The J-and-raise is expressly recognized as a permissible rebuild method in the parties’ Pole Attachment Agreement. Mr. Klokis replied that he would “work with [his] team to accomplish this in a timely manner.”<sup>14</sup>

38. At the time the project was approved by Mr. Klokis, MAW did not submit Form 4834 because Mr. Klokis, a PPL employee for over 45 years, did not require it and the same substantive information required by the Form was included in MAW’s emails to Mr. Klokis.

39. Upon information and belief, Mr. Klokis subsequently left his employ with PPL at some point in 2015. As of January 24, 2019, he is listed as semi-retired at PPL on LinkedIn.

40. Consistent with its customary practice, MAW attempted to contact Mr. Klokis in December 2015 to notify PPL that it had J-and-raised the old municipal network on approximately 900 existing attachments and to submit its completed documentation to PPL, but

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<sup>12</sup> See Email from Frank Wiczowski to William P. Klokis (Apr. 7, 2015), attached hereto as Exhibit 13.

<sup>13</sup> See *id.*

<sup>14</sup> See Email from William P. Klokis to Frank Wiczowski (Apr. 8, 2015), attached hereto as Exhibit 14.

because Mr. Klokis' phone number had been disconnected and email address no longer existed in PPL's system, MAW was unable to reach him.

41. On January 16, 2016, after MAW was unable to reach Mr. Klokis despite multiple attempts, MAW sent a letter informing PPL that it had J-and-raised the municipal network and noting that its engineering documents were available to be submitted to PPL.

42. In March 2016, after submitting its first applications for the new build portion of the LanCity Connect network, MAW once again submitted all of the J-and-raise rebuild pole attachment records to Mr. Ryan Yanek, Project Manager for Distribution Asset Management at PPL. PPL has repeatedly refused to accept this data from MAW.<sup>15</sup>

43. Unfortunately, LCSC had insufficient funds to upgrade its existing security cameras to be compatible with the new, single-mode fiber network. As a result, the older, raised network could not be timely removed without disrupting the operation of the existing security cameras. Since then, LCSC has obtained the funds, but PPL refuses to allow the requisite work to be done on the poles to facilitate the transition of the traffic sensors and cameras to the single mode network.

44. Throughout 2017, MAW deployed customer service drop attachments to provide broadband service to residents and businesses using the rebuilt municipal network in the City of Lancaster.

45. Contrary to the terms set forth in the Pole Attachment Agreement, PPL now contends that "service drop attachments" cannot exceed more than four poles, three spans in length. PPL also now requires MAW to submit an application for each service drop, which must be approved by PPL prior to attachment. At points, PPL has also taken the position that, contrary to the Pole

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<sup>15</sup> See Excerpt of testimony of Ryan Yanek, PPL (Mar. 28, 2018) at 42:3-14, attached hereto as Exhibit 15.

Attachment Agreement, no service drops may be attached without prior application.

Consequently, PPL claims that MAW's service drop attachments, which typically extend beyond four poles, are unauthorized. This definition is not a part of the Pole Attachment Agreement, nor can it be found in Appendix D to the Pole Attachment Agreement, which contains PPL's utility specifications. At a minimum, this four pole, three span definition of service drop was not the applicable PPL standard at the time that MAW installed these service drops in 2017 and is not an available published standard as of the date of this filing.<sup>16</sup>

46. As explained above, PPL repeatedly rejected MAW's submissions of all attachment records regarding the rebuild of the existing fiber backbone. Consequently, PPL did not have accurate records of MAW's rebuild of existing attachments in the City. As a result of its incomplete records, PPL argues that all of MAW's service drop attachments do not originate from an authorized attachment and are thus subject to removal. MAW was not aware that PPL classified certain attachments in the rebuild network as unauthorized until 2018.

47. In November 2017, PPL contacted the PA PUC alleging MAW had created exigent safety violations by making unauthorized attachments to PPL poles.

48. On December 15, 2017, the Bureau of Investigation and Enforcement ("I&E") of the PA PUC advised MAW that it had initiated an informal, confidential investigation regarding safety concerns related to PPL's allegations and that MAW must cease and desist from any deployment on PPL poles. Despite the fact that the PA PUC's informal complaint process is nonpublic information, and the presence of a "confidential and proprietary" notice at the bottom of the PA PUC official's email, PPL released this information to the press on December 19, 2017.

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<sup>16</sup> See Excerpt of testimony of Ryan Yanek, PPL (Mar. 28, 2018) at 68:16-69:4, attached hereto as Exhibit 16.



49. On December 6, 2017, MAW, PPL, and the PA PUC met in the field to review all alleged safety violations. The same day, before the PA PUC had an opportunity to evaluate the allegations in the field, and without notice to anyone participating at the meeting, PPL filed its breach of contract claim against MAW and me personally.

50. In December 2017, MAW hired a third-party engineering firm, Robson Forensics, to review the alleged exigent safety violations. The report of two professional engineers concluded that there were no exigent safety violations made by MAW.<sup>17</sup> MAW submitted this report to the PA PUC.

51. In an email dated December 29, 2017, counsel to the PA PUC communicated its position that the dispute between the parties was primarily legal in nature (i.e., involved an interpretation of the recently changed NESC standards and not exigent safety violations) and thus not within the PUC's jurisdiction.<sup>18</sup>

52. On January 17, 2018, the PA PUC ended its investigation.<sup>19</sup>

53. On December 19, 2017, MAW and PPL entered into a Stipulation ("December 2017 Stipulation") that temporarily resolved the issues set forth in PPL's petition. MAW and its customers, including the City and LGH, believed that entering into the December 2017 Stipulation was the only way to avoid having attachments removed and its services disrupted.

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<sup>17</sup> See Daryl L. Ebersole, P.E. & Jeffrey M. Kobilka, P.E., Robson Forensics, Engineer's Report of the Safety of MAW Communications Fiber Optic Cable Installation (Jan. 7, 2018), attached hereto as Exhibit 17.

<sup>18</sup> See Email from Brad Gorter, Prosecutor, PA PUC, to Michael J. Shafer, PPL; Jeffrey Franklin and Eric Winter, Prince Law Group (counsel to MAW); Joseph D'Amico, Fitzpatrick Lentz & Bubba (counsel to PPL); Frank Wiczowski, MAW; and Brent Killian (Dec. 29, 2017), attached hereto as Exhibit 18.

<sup>19</sup> See Letter from Michael L. Swindler, PA PUC, to Jeffrey Franklin (Jan. 17, 2018), attached hereto as Exhibit 19.

54. While MAW disputes PPL's allegations in this case, I entered into the December 2017 Stipulation believing that doing so would lead to a resolution that would enable MAW to resume network construction and maintenance. MAW did not anticipate that PPL would use the December 2017 Stipulation to begin removing MAW's customer service drops, or that over a year later, MAW would still be denied access to PPL poles.

55. After a two-day hearing in March 2018, the Lehigh County Court entered an Order on April 13, 2018 ("April 2018 Order") vacating the December 2017 Stipulation and setting forth new terms for compliance.<sup>20</sup> Per the April 2018 Order, MAW did not access, work on, or connect to any of PPL's poles without PPL's prior approval, which the court ordered PPL to provide "as promptly as the situation may reasonably require giving priority to safety concerns and minimizing disruption of service to critical public services."<sup>21</sup> MAW was to submit applications using PPL's portal for "all unauthorized attachments" to PPL poles, which MAW did promptly.<sup>22</sup> While the April 2018 Order permitted PPL to remediate or remove any unauthorized attachment if necessary, it also obligated PPL *to promptly approve MAW's applications* and to minimize disruption of service to MAW's customers.<sup>23</sup> Instead, PPL has not approved any of MAW's applications, has denied MAW the ability to work repair its network, and systematically removed MAW service drops in June, July and September 2018, resulting in service disruptions.

56. PPL's allegations in the Lehigh County Court proceeding conflate the work that was the subject of MAW's applications and the work that MAW actually performed. As noted above, MAW has not made any attachments for the "new build" network since having received

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<sup>20</sup> See Order, No. 2017-C-3755 (filed Apr. 13, 2018), attached hereto as Exhibit 20.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> See *id.*

the unreasonably high make-ready estimates. PPL incorrectly portrayed MAW as having made attachments for its “new build” network when in fact MAW did not proceed with those attachments. The attachments that PPL claims to be “unauthorized” were either pre-existing attachments (made by the City and LCSC), J-and-raise temporary rebuild construction (permitted by the parties’ Pole Attachment Agreement and authorized by Mr. Klokis), or customer service drops (authorized by the parties’ Pole Attachment Agreement). PPL also mischaracterized MAW’s attachments as creating widespread exigent safety issues. In fact, PPL’s initial and subsequent correspondence indicated that of the many purported “unauthorized” attachments, only very few attachments presented safety issues.<sup>24</sup>

57. Despite the fact that MAW has in good faith complied with the terms of the April 2018 Order, PPL refuses to timely process any of MAW’s many pending attachment applications and continues to modify its application procedures, making it impossible for MAW to comply with PPL’s shifting demands.

58. On April 25, 2018, MAW resubmitted the rebuild information, using PPL’s Form 4834, along with supporting drawings for the J-and-raise rebuild project (“rebuild paperwork”).<sup>25</sup> As an extra step to ensure against PPL’s rejection of MAW’s rebuild paperwork submission, MAW also resubmitted its rebuild applications for the J-and-raise rebuild attachments via the online portal on June 4, 2018. PPL rejected both the online portal submissions, because they were not filed in the correct portal project “type,” which PPL had not yet created. On August 2, 2018, MAW resubmitted all rebuild applications via the portal using the newly created application type; PPL reset the submission date to the two month later date.

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<sup>24</sup> See Letter from Michael J. Shafer to Frank T. Wiczowski re: Unauthorized Attachments to PPL Electric Poles (Nov. 3, 2017), attached hereto as Exhibit 21.

<sup>25</sup> See MAW rebuild application paperwork submitted to PPL (Apr. 25, 2018), attached hereto as Exhibit 22.

59. On August 16, 2018, PPL denied MAW's rebuild paperwork because it was not submitted prior to the work being completed, allegedly lacked sufficient detail, and because PPL changed its policy in August 2018 to now require these applications to be submitted via its online portal. At no point did PPL specify the detail that MAW's applications were missing; MAW included all of the information required on the form as well as maps and drawings. PPL constantly changed the reasons why it would not process MAW's applications.

60. As a result of its dispute regarding the December 2016 quotes with MAW and the Lehigh County lawsuit, PPL has denied MAW access to all PPL poles across the entirety of PPL's substantial pole footprint in Pennsylvania.

61. PPL has stated that until MAW pays PPL for the December 2016 disputed pre-engineering costs as well as other charges including disputed unauthorized attachment penalties, PPL will not review or approve any connections to PPL poles. PPL's counsel made this clear in correspondence, stating: ***"[I]t is PPL's policy to not consider any additional attachment applications until past due make ready invoices are paid."*** If MAW wants PPL to consider its new attachment applications it must first satisfy its past due invoices from 2016. Otherwise MAW's new applications to remediate the unauthorized attachments will not be considered by PPL."<sup>26</sup>

62. Relying upon Section 12.5 of the parties' Pole Attachment Agreement, PPL refuses to process any of MAW's attachment applications, including those unrelated to the Lehigh County court order, based on the disputed 2016 invoices.

63. In a separate incident on June 12, 2018, a rental truck accidentally removed some of MAW's lines in the City (in addition to another provider's cable lines), disconnecting service to

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<sup>26</sup> Exhibit 7.

two of MAW's customers. MAW promptly applied to PPL to replace those damaged lines and restore service to its customers.<sup>27</sup> On June 14, PPL denied MAW's request to repair its severed service drop "because it originates from Unauthorized Attachments."<sup>28</sup>

64. Since June 2018, PPL has removed over 100 of MAW's service drop attachments because it claims the service drops are attached to "unauthorized" backbone network. In November 2018, PPL informed MAW that an additional 50 service drop attachments would be removed resulting in the loss of service for an additional 57 of MAW's customers.

65. PPL and MAW have engaged in extensive executive-level discussions regarding its dispute. Further, the parties are currently engaged in litigation in state court. In addition, MAW has offered terms by which the parties could settle their disagreements and the resultant the Lehigh County lawsuit, but they have been rejected by PPL. PPL also previously refused to engage in FCC mediation related to this dispute. As a result, additional executive-level meetings between MAW and PPL would not be fruitful at this time.

66. PPL has expressly denied MAW access to its poles on an ongoing basis, citing technicalities stemming from its transition to an online application portal and procedural issues rather than legitimate safety, reliability, and generally applicable engineering standards. In furtherance of its ongoing denial of access, PPL went as far as securing a court order preventing MAW from accessing its plant—even for routine maintenance or service restoration—without PPL's prior approval, which PPL has consistently and unreasonably denied, thereby harming

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<sup>27</sup> See Email from Jeffrey Franklin, Prince Law Group (counsel to MAW), to Joseph D'Amico, Fitzpatrick Lentz & Bubba (counsel to PPL) and Michael J. Shafer, PPL (June 14, 2018), attached hereto as Exhibit 23.

<sup>28</sup> Email from Ryan Yanek, PPL, to Frank Wiczowski, MAW (June. 14, 2018), attached hereto as Exhibit 24.

MAW's customers, including the City and Lancaster General Hospital, and well as harming MAW's relationship with its customers and MAW's relationship with the PA PUC.

67. PPL is classifying as "unauthorized" MAW's rebuild of the municipal network throughout the City and is rejecting MAW's attempts to correct PPL's records with MAW's own contemporaneous records or submit applications via PPL's portal to correct PPL's records.

68. PPL claims that MAW failed to follow proper procedure when in 2015 MAW submitted its plans to rebuild the existing municipal network directly to Mr. Klokis—who responded approvingly to MAW's request—rather than using a particular form or submitting the request through PPL's cumbersome online portal which, at the time, did not recognize rebuilds as a type of activity that could be processed online.

69. PPL claims that MAW's service drop attachments are unauthorized in part because MAW did not receive prior authorization to deploy the service drops, despite the fact that the parties' Pole Attachment Agreement excludes service drops from the application process.

70. PPL is unlawfully conditioning access to its poles upon MAW's agreement to pay excessive and unsubstantiated pre-attachment engineering charges.

71. PPL has refused to process any pole attachment applications, including new, unrelated applications, unless MAW pays PPL the disputed pre-engineering charges from the 2016 quotes in full, as well as other unreasonable charges related to the alleged unauthorized attachments.

72. MAW submitted 38 backbone applications for all existing feeder cable circuits by June 2, 2018. Subsequent to this submission, PPL changed its policy to require MAW's rebuilt backbone applications to use a new "Rebuild" option. Nevertheless, MAW resubmitted its backbone applications on August 1, 2018. PPL has not acted on these applications as of

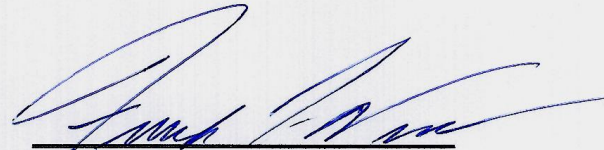
February 6, 2019, approximately *189 days later* or even provided a status update on any of the applications.

73. In this case, because PPL secured a state court order prohibiting MAW from accessing any PPL poles without PPL's prior approval, MAW cannot make use of the appropriate FCC self-help remedies to deploy or maintain its plant despite the fact that PPL continues to delay action on MAW's applications past the FCC's specified deadlines.

74. Despite MAW's requests, PPL declined to provide more detailed information regarding the disputed 2016 invoices. PPL's invoices, which simply have line items for "Make Ready – Construction" and "Make Ready – Engineering," do not provide information sufficient for MAW to evaluate or substantiate these charges. PPL's invoices do not specify unit cost or labor cost per hour, the cost of itemized materials, or other charges for each make-ready task performed by PPL's third-party contractors.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

By:

  
Frank T. Wiczowski

Dated: February 8, 2019



# EXHIBIT 1

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-310623F0002

Amended Application of Maw Communications, Inc., t/d/b/a R Telco for approval to begin to offer, render, furnish or supply Competitive Local Exchange Carrier Telecommunication Services, within the service territory of Bell Atlantic-Pennsylvania, Inc., in the Commonwealth of Pennsylvania

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 17th day of December 1998.



*James F. McNulty*

Secretary

# EXHIBIT 2

2017 C 37535 / 5/15 N  
**PRINCE LAW OFFICES, P.C.**



Warren H. Prince  
Karl P. Voigt IV  
Joshua Prince  
Eric E. Winter  
Thomas H. Odom  
Stanley J. Kuter  
Jeffrey A. Franklin  
Adam J. Kraut  
Lance M. Malcolm  
Jorge Pereira

Bechtelsville	1-610-845-3803
Allentown	1-610-770-1151
Bethlehem	1-610-814-0838
Camp Hill	1-717-731-0100
Lancaster	1-717-393-7002
Lebanon	1-717-274-9250
North Wales	1-215-412-0800
Pottstown	1-610-326-4200
Pottsville	1-570-621-8828
Reading	1-610-375-8425
Toll Free	1-888-313-0416
Fax	1-610-845-3903

May 25, 2017

Secretary Rosemary Chiavetta  
Commonwealth Keystone Building  
Pennsylvania Public Utility Commission  
2nd Floor, Room N201  
400 North Street  
Harrisburg, PA 17120

**RECEIVED**

MAY 25 2017

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: MAW Communications, Inc. (A-310623)  
66 Pa. C.S. Sections 507 and 508 Filing of Municipal Carrier Agreement  
Docket No.

**CONTAINS CONFIDENTIAL INFORMATION**

Dear Secretary Chiavetta ,

MAW Communications, Inc. (A-310623) hereby submits for filing the attached Municipal Carrier Agreement ("MCA") between MAW Communications, Inc. and The City of Lancaster dated as of December 23, 2014 pursuant to Sections 507 and 508 of the Public Utility Code, 66 Pa. C.S. Sections 507 and 508.

**Because MCA - Exhibit A Network Facilities Map is Confidential and Proprietary, we are providing a public version of the MCA with confidential material redacted and a confidential version that we request be filed under seal. We ask that you maintain the confidential version of the MCA in a non-public folder.**

Please contact me with any questions.

~~2017-C-3755~~ /SLSN

Yours truly,

Prince Law Offices, P.C.

*Jeffrey A Franklin*

Jeffrey A Franklin  
jfranklin@princelaw.com  
Extension: 84105

jaf/web

Matter no. 37247

MAW Communications Inc.

**RECEIVED**

MAY 25 2017

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

***Municipal Carrier Agreement***

***Between***

***MAW Communications, Inc.***

***And***

***The City of Lancaster***

***December 2014***

## MAW Communications Inc.

This Municipal Carrier Agreement (the "Agreement"), as of December 23, 2014, supersedes all previous agreements between the City of Lancaster, which has a principal place of local governance at 120 North Duke St, Lancaster Pa, 17608 ("Licensee") and MAW Communications, Inc., ("Licensor") having a principal place of business at PO Box 978, Reading PA 19603.

WHEREAS, MAW is a Certified Pennsylvania Public Utility and has easements, conduit rights, pole attachment and license agreements to construct, install, operate, maintain, modify, replace or remove an optical fiber communications network ("Licensor's Network") for the provisioning of communications services, in and around Lancaster, Pennsylvania; and

WHEREAS, Licensee desires a license to use Licensor's Network; and

WHEREAS, Licensor agrees to grant such license subject to the terms and conditions set forth in this Agreement.

RECEIVED

NOW, THEREFORE, the parties agree as follows:

MAY 25 2017

### 1. DEFINITIONS

As used in this Agreement:

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

1.1 Authorized Use means Licensee may only use Licensor's optical fiber telecommunications network exclusively for Telecommunications Services for the City of Lancaster. For purposes of this definition, this Authorized Use shall be limited to internal telecommunications traffic among its operating entities directly under the control of the City of Lancaster.

1.2 Fiber Optic Facilities means one or more fiber optic strands subject to this Agreement through which an associated light, signal or light communication transmission must be provided to furnish service.

1.3 Access to Licensor's Network means Licensee may, throughout the term of this Agreement, utilize Licensor's Network for the provisioning of Telecommunications Services in accordance with the Authorized Use and the terms and conditions contained herein.

1.4 Hazardous Substances include any substance the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law or any substance which is or becomes defined as "Hazardous Waste," "Hazardous Substance," pollutants, toxic substances, compounds, elements, or chemicals pursuant to the Comprehensive Environmental Response Act (42 U.S.C. § 651 et seq.), as amended, or any other federal, state or local environmental cleanup laws. Hazardous Substances also include asbestos, lead paint, Polychlorinated Biphenyls ("PCBs") and radon gas.

## MAW Communications Inc.

1.5 Hazardous Discharge means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of Hazardous Substances from, in, or onto Licensor's Underground Facilities.

1.6 IRU means the Indefeasible Right of Use for Licensor's Network that is granted to Licensee pursuant to this Agreement.

1.7 Dark Fiber means individual fiber optic strands within a segment of Licensor's Network, specifically Licensor's Fiber Optic Facilities, that are provided without the appropriate optical transmission equipment and that contains no less than eight unused fiber strands, as designated by Licensor.

1.8 Route means a Dark Fiber segment of Licensor's Fiber Optic Facilities that is licensed to Licensee, per the terms and conditions contained herein. Exhibit A shall contain the list of Routes in use throughout the term of this Agreement. The list of Routes in Exhibit A may only be amended upon written approval of both Licensee and Licensor. See Exhibit C.

1.9 Datagrams shall mean: Any user data or digital information, without regard to its origin, whether the data represents information, voice, video, and or audio.

1.10 Competitor shall mean: Any Telecommunications Carrier; Any company, entity, government entity, authority, partnership, etc. that is directly or indirectly involved in the delivery, access to, and or transportation of Datagrams.

1.11 Over Lashed shall mean: Any of Licensee's existing aerial fiber facilities that are over lashed with Licensor's Fiber Optic Facilities.

1.12 Route Outage shall mean: Any of Licensee's Dark Fiber Routes that will not pass coherent photons at either 1310 nm or 1550 nm from Licensee's interface end points.

1.13 Intrinsic Costs shall mean: Costs that are the responsibility of Licensor that are intrinsic to this Agreement.

## 2. GRANT OF LICENSE

2.1 Licensor grants to Licensee and Licensee accepts from Licensor an indefeasible right of use for Authorized Use of Licensor's Fiber Optic Facilities along specific Routes (the "IRU"), as provided in this Agreement. Licensee shall have no further right, title or other interest in Licensor's Network or in Licensor's Fiber Optic Facilities. Licensor shall have the right to grant and renew rights to any entity to use Licensor's Network or any other property of Licensor; provided, however, that during the term of this Agreement, Licensor shall have no right to grant and renew any rights to any entity with respect to Licensee's Dark Fiber Strands.

2.2 Throughout the term of this Agreement, Licensee agrees that Licensee will not be a Competitor of Licensor.



## MAW Communications Inc.

2.3 Licensee has acquired pole attachments and has erected fiber optic facilities that cannot be used by Licensors. However, under certain circumstances, these facilities can be Over Lashed with Licensors Fiber Optic Facilities. Therefore, for the term of this Agreement, both Licensors and Licensee agree that Licensors shall maintain, per the terms of this Agreement, all of Licensee's fiber optic facilities that are Over Lashed by Licensors Fiber Optic Facilities. Licensors shall obtain approval from Licensee for all Pole Attachments that are owned or controlled by Licensee that are to be Over Lashed by Licensors.

### 3. WORK

3.1 Licensors shall provide, construct and install, the Fiber Optic Facilities within Licensors Underground Facilities and or Licensors Aerial Facilities. Licensors covenants that the Routes of the Fiber Optic Facilities in use by Licensee shall be constructed substantially and in all material respects in accordance with Telecommunications industry standards.

3.2 When Licensors gives notice to Licensee that the Fiber Optic Facilities along the Route specified are complete, Licensee shall provide Licensors with notice accepting or rejecting by specifying the defect or failure that is the basis for such rejection of Licensee's Fiber Optic Facilities. If Licensee notifies Licensors of the rejection of a Route segment, Licensors shall promptly take all steps to repair or replace the relevant facilities, and the notification and acceptance process shall be repeated until successful. If Licensee fails to notify Licensors of its acceptance or rejection of the Licensee's Fiber Optic Facilities within fifteen (15) days after Licensee's receipt of notice, Licensee shall be deemed to have accepted Licensors Fiber Optic Facilities.

### 4. LICENSE FEE

In exchange for the grant of the IRU hereunder, see Exhibit B. Except as contained in Exhibit B, no further consideration shall be owed by Licensee to Licensors for the grant of the IRU.

### 5. LICENSE TERM

5.1 The term of the IRU shall commence on the date first above set forth and shall continue for two hundred and forty (240) months, unless earlier terminated as set forth in this Agreement. Additionally, Licensee may extend the term beyond the initial term for four (4), two hundred and forty (240) month increments.

5.2 This Agreement may be terminated (a) at any time by mutual written consent of the parties, (b) by the non-defaulting party upon an uncured event of default in accordance with Section 15.

## MAW Communications Inc.

5.3 Upon termination of this Agreement prior to the scheduled expiration of the term, Licensee shall cease use of Licensor's Fiber Optic Facilities within sixty (60) days of the termination date.

5.4 The provisions of Sections 2.2, 9, 12, and 16 shall survive termination or expiration of this Agreement in perpetuity.

5.5 Upon termination of this Agreement, any and all Instances as defined in Exhibit C and their associated Routes are null and void.

### **6. OPERATION AND MAINTENANCE AND EXPANSION**

6.1 Licensor and or its assigns shall be solely responsible to provide maintenance of Licensee's Fiber Optic Facilities. See Exhibit B Intrinsic Costs associated with maintaining Licensee's Fiber Optic Facilities. Licensee shall cooperate with and assist, as may be reasonably required, by Licensor in performing said maintenance. In the event of service outages or other maintenance request, Licensor agrees to use best efforts to respond within two (2) hours of time of notice.

6.2 See Exhibit C for Construction, Operation and Expansion.

6.3 Should Licensee perform, authorize, or contract any work on Licensee's Fiber Optic Facilities or within the Licensor's Network not in accordance with the provisions of this Agreement (specifically, without limit, article 6.1 stating Licensor must do the work), Licensor may at its option correct said condition. Licensor shall notify Licensee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the physical integrity of Licensor's facilities, Licensor may perform such work and take such action that it deems necessary without first giving notice to Licensee. As soon as practicable thereafter, Licensor shall advise Licensee of the work performed and the action taken and shall endeavor to arrange for re-accommodation of Licensee's Fiber Optic Facilities so affected. Licensee shall promptly reimburse Licensor for all costs per Exhibit B Intrinsic Costs, incurred by Licensor for all such work, action and re-accommodation performed by Licensor.

6.4 Licensor shall be responsible for obtaining and maintaining from the appropriate public or private authority any pole attachment agreements, franchises, licenses, state, local or right-of-way permits or other authorizations required to enter upon the property where Licensor's Network is located and to operate and maintain Licensee's Fiber Optic Facilities in Licensor's Network. Licensee will not engage in any activity that affects Licensor's right-of-way interests without the written permission of Licensor which permission shall not be unreasonably withheld. Licensee is responsible for any and all costs per Exhibit B Intrinsic Costs associated with Licensee's Fiber Optic Facilities.

6.5 Licensee must obtain prior written authorization from Licensor approving any work and the party performing such work before Licensee shall perform any work in or around Licensor's Network.

## MAW Communications Inc.

6.6 In the event Licensee receives information that the Fiber Optic Facilities are damaged, it shall notify Licensor as promptly as practicable.

6.7 Licensor shall designate the particular Route of Dark Fiber that will constitute Licensee's Fiber Optic Facilities and the location and manner in which they will enter and exit Licensor's Network. Licensee shall have the right to access Licensee's Fiber Optic Facilities at the end point of each Route segment at a mutually acceptable demarcation point which shall be evidenced by customary documentation signed by both parties.

6.8 Any existing or future Pole Attachments and or new or existing aerial facilities owned by Licensee shall be available for Licensor to utilize by attaching to or by Over Lashing Licensee's aerial facilities. All of Licensee's Pole Attachments and or facilities that are utilized by Licensor shall be maintained by Licensor and governed by the terms of this Agreement. Licensor shall obtain written approval from Licensee for all Pole Attachments that are owned or controlled by Licensee that are to be Over Lashed by Licensor.

6.9 If Licensor moves, replaces or changes the location, alignment or grade of Licensor's Network ("Relocation"), Licensor shall concurrently relocate Licensee's Fiber Optic Facilities. If the Relocation is because of an event of Force Majeure or of the action of any governmental authority, including any taking by right of eminent domain, Licensee shall reimburse Licensor per Exhibit B Intrinsic Costs of the Relocation of Licensor's Network. To the extent Licensor receives reimbursement from a third party that is allocable to Relocation of Licensor's Network it will credit or reimburse Licensee for its proportionate share of the reimbursement. Licensor and Licensee shall cooperatively ensure any required relocations of MAW's Network shall be coordinated to ensure minimal impact to Licensor's and Licensee's Fiber Optic Facilities.

### 7. OWNERSHIP

Licensee's Fiber Optic Facilities shall at all times remain the sole and exclusive property of Licensor and legal title shall be held by Licensor. Neither the provision or the use of Licensee's Fiber Optic Facilities by Licensor to Licensee hereunder, nor the payments by Licensee contemplated hereby, shall create or vest in Licensee any easement, interest, or any other ownership or property right of any nature in Licensor's Fiber Optic Facilities and or Licensor's Network.

### 8. EMINENT DOMAIN

Licensee and or its assigns agrees throughout the term of this Agreement, Licensee will not attempt to take Licensor in whole or in any part whatsoever, through eminent domain via any directly or indirectly controlled entity or any entity that may be influenced by Licensee.

## MAW Communications Inc.

### 9. INDEMNIFICATION

9.1 Licensee will indemnify, defend, and hold harmless Licensor and its agents, officers, members, and employees, from any and all losses, damages, incidental or consequential damages, costs, expenses (including reasonable attorney's fees), statutory fines or penalties, actions or claims for personal injury (including death) or damage to property, in any way arising from Licensor's activities undertaken pursuant to this Agreement including, without limitation; the use of Licensee's Fiber Optic Facilities, the installation, construction, operation or maintenance of Licensee's Fiber Optic Facilities, except to the extent caused by the negligence or willful misconduct on the part of Licensor or Licensor's agents, officers or employees.

9.2 Without limiting the foregoing, Licensee assumes all risk for, and agrees to relieve Licensor of any and all liability for loss or damage (and the consequences of loss or damage) to any property of Licensee whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of Licensor's agents, officers or employees.

9.3 Licensor will indemnify, defend, and hold harmless Licensee and its agents, officers, members, and employees, from any and all losses, damages, incidental or consequential damages, costs, expenses (including reasonable attorney's fees), statutory fines or penalties, actions or claims for personal injury (including death) or damage to property, in any way arising from Licensee's activities undertaken pursuant to this Agreement including, without limitation; the use of Licensee's Fiber Optic Facilities, the installation, construction, operation or maintenance of Licensee's Fiber Optic Facilities, except to the extent caused by the negligence or willful misconduct on the part of Licensee or Licensee's agents, officers or employees.

9.4 Without limiting the foregoing, Licensor assumes all risk for, and agrees to relieve Licensee of any and all liability for loss or damage (and the consequences of loss or damage) to any property of Licensor whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of Licensee's agents, officers or employees.

### 10. INSURANCE

10.1 Throughout the term of this Agreement, each party shall maintain and provide at no expense to the other party reasonably sufficient insurance coverage to protect the other party and its affiliates and employees from liability claims, judgments and demands ("Claims") as provided in this Section. Except as provided in this section, either party may satisfy such requirement to maintain and provide insurance coverage: with respect to Claims by a particular person or entity (or class of persons or entities) by requiring such person or entity (or all members of such class of persons or entities) to release and indemnify the other party and its affiliates and employees from and against such Claims;

10.2 Mandatory Insurance. Notwithstanding the provisions of Section 10.1, but in addition to the requirements thereof, throughout the term of this Agreement: The

## MAW Communications Inc.

maintenance of such insurance shall not be an admission that such coverage is necessary, appropriate or required by any of the covenants or provisions of indemnification contained in this Agreement. Each party shall, at no expense to the other party, obtain or cause to be obtained and shall maintain or cause to be maintained in full force and effect, the following insurance policies and coverage with insurers maintaining coverage provisions sufficient to satisfy the requirements set forth below.

a) Workers' Compensation coverage of at least the minimum amount required by statute unless approved as a fully qualified self-insured by the Commonwealth of Pennsylvania;

b) Employer's liability coverage in the minimum amount of Five Hundred Thousand and no/100th Dollars (\$500,000) for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease;

c) Commercial General Liability coverage written on an occurrence or claims first made basis for bodily injury and property damage in the minimum amount of One Million and no/100th Dollars (\$1,000,000) combined single limit, including, without limitation, coverage for Premises and Operations Liability, Personal Injury Liability, Products and Completed Operations Liability, Blanket Contractual Liability, Broad Form Property Damage; and

d) Comprehensive Vehicle Liability coverage for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million and no/100th Dollars (\$1,000,000) combined single limit, including, without limitation, coverage for all licensed or unlicensed vehicles and/or automotive equipment owned, leased or rented.

The insurance required above may be satisfied by purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

The parties shall furnish proof of all such insurance coverage in the form of insurance certificates reasonably acceptable to the other party. Such certificates shall provide for written notice to the appropriate party not less than thirty (30) days prior to the expiration, cancellation or non-renewal of each such policy. A certificate for any coverage written on a claims-made form shall specify any applicable retroactive date and/or any exposure, location, or other cause or claim specifically excluded. All certificates and insurance notices shall be furnished to the parties at the addresses provided in Section 20.

### 11. COMPLIANCE WITH LAWS

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it performs pursuant to this Agreement shall comply with all applicable laws. Without limiting the generality of the foregoing, each party shall comply with all applicable provisions of i) workmen's compensation laws, ii) unemployment compensation laws, iii) the Federal Social Security Law, iv) the Fair Labor Standards Act,

## MAW Communications Inc.

and v) all laws, regulations, rules, guidelines, policies, orders, permits, and approvals of any governmental authority relating to environmental matters and/or occupational safety.

### **12. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY**

12.1 EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.2 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST REVENUES OR LOST PROFITS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY ACTIVITIES PURSUANT TO THIS AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE.

### **13. LICENSOR SALES OR DISPOSITIONS**

Nothing in this Agreement shall prevent or be construed to prevent Licensor from selling or otherwise disposing of any portion of Licensor's Network or other property of Licensor used for Licensee's Fiber Optic Facilities, provided, however, that in the event of a sale or other disposition, Licensor shall condition such sale or other disposition subject to the rights of Licensee under this Agreement. Licensor shall promptly notify Licensee of the proposed disposition of Licensor's Network or other property used by Licensee and shall require Licensee's approval of such disposition. Licensee's approval shall not be unreasonably withheld and shall occur with fifteen (15) days of notice from Licensor.

### **14. LIENS**

Each party shall keep Licensor's Network and other property of Licensor free from all mechanic's, artisan's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

### **15. DEFAULT PROVISIONS AND REMEDIES**

Each of the following shall be deemed an Event of Default under this Agreement:

15.1 Failure of Licensee to pay any sum required to be paid under the terms of this Agreement and such default continues for a period of thirty (30) days after written

## MAW Communications Inc.

notice thereof to Licensee; Upon such Default, all amounts due and owing Licensor per the remaining term of this Agreement shall become immediately due and owing.

15.2 Failure by either party to perform or observe any other term, covenant, agreement or condition of this Agreement on the part of the defaulting party to be performed and such default continues for a period of thirty (30) days after written notice thereof from the defaulted party (provided that if such default cannot be cured within such thirty (30) day period, this period will be extended if the defaulting party commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure.

### 15.3 Either party's bankruptcy

15.4 If Licensee knowingly uses Licensee's Fiber Optic Facilities in violation of the Authorized Use, or any law, and such violation does not cease within ten (10) days after notice.

15.5 If Licensee occupies any portion of Licensor's Network without having first been issued a license therefore.

15.6 Upon the occurrence of an Event of Default by Licensee, Licensor, without further notice to Licensee in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

15.6.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which Licensor shall have given Licensee notice, the cost of which performance by Licensor shall be payable by Licensee to Licensor upon demand;

15.6.2 Elect to terminate this and/or all agreements between Licensee and Licensor by giving notice of such election to Licensee;

15.6.3 Exercise any other legal or equitable right to remedy which it may have. Any and all costs and expenses incurred by Licensor (including, without limitation, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Agreement shall be repaid to Licensor by Licensee upon demand.

15.7 All rights and remedies of Licensor set forth in this Agreement shall be cumulative, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

15.8 Any material noncompliance by Licensee with the terms of this Agreement.

15.9 Any material breach by either party of a representation or warranty under this Agreement.

## MAW Communications Inc.

[Comment - the prior redlined draft contained a comment pertaining to what had been listed as 5.11 re: defined Routes. The City in turn had a comment proposing text regarding the City's right to terminate the Agreement is MAW doesn't construct the Route(s) within 3 months. As the text from the prior Section 5.11 was deleted, please advise as to the response to the proposed language as merely deleting the text isn't clear to the person proposing the language set forth in the comment.]

### **16. DISPUTE RESOLUTION**

The parties will make good faith efforts to resolve any disputes, controversies or claims arising out of or relating to this Agreement or any breach or any alleged breach hereof. If a dispute arises out of or relates to this Agreement or its breach and the dispute cannot be settled through negotiation, the parties agree to submit the dispute to a sole mediator selected by the parties, or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). If not resolved within thirty (30) days after submission to mediation, either party may by notice to the other cause the dispute to be referred to a sole arbitrator selected by the parties or in the absence of such selection, to AAA arbitration which shall be governed by the United States Arbitration Act and the Commercial Rules of the AAA, and judgment on the award may be entered in any court having jurisdiction. The arbitration shall determine issues of arbitrability, but may not limit, expand or otherwise modify the terms of this Agreement. The parties, their representatives and other participants and the mediator and arbitrator shall hold the existence, content and results of mediation and arbitration in confidence. Each party will bear its own attorneys' fees associated with the mediation and arbitration and will pay all other costs and expenses of the mediation and arbitration as the rules of the AAA provide.

### **17. FORCE MAJEURE**

If during the performance of this Agreement, or any obligation thereunder, Licensor's Services or Fiber Optic Facilities are interfered with by reason of any circumstances beyond the control of Licensor, including without limitation, fire; lightning; explosion or other casualty; power failure; acts of God; war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body of any representative of any such government; or labor unrest including without limitation, strikes, slowdowns, picketing or boycotts; then Licensor shall be excused from such performance on a day-to-day basis while such interference occurs.

### **18. TAXES AND OTHER CHARGES**

If it is determined by any state or local governmental authority that the acquisition, license, grant, transfer or disposition of any part or portion of the property or rights herein described to or by Licensee, requires payment of any tax or fee (including sales or use tax) under statute, regulation or rule (but excluding any tax on or calculated with respect to the net income or capital of Licensor), Licensee shall pay the same, plus



## MAW Communications Inc.

penalty or interest thereon, directly to the taxing authority but only to the extent otherwise required by law.

### 19. SUCCESSION, ASSIGNABILITY

19.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.

19.2 Licensee shall not assign, transfer, or dispose this Agreement or any of its rights or obligations hereunder without prior written consent of Licensor, which shall not be unreasonably withheld. An assignment, transfer or disposition of this Agreement by Licensee shall not relieve Licensee of any of its obligations under this Agreement.

19.3 Subject to Section 13 hereof, Licensor shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. Assignment by Licensor shall be approved in writing by Licensee. Licensee's approval shall not be unreasonably withheld and shall occur with fifteen (15) days of notice of assignment from Licensor.

19.4 Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

### 20. NOTICES

Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery by registered or certified mail, return receipt requested, by telecopy or commercial overnight delivery service addressed to the recipient as set forth as follows or to such other address, individual or telecopy number as may be designated by notice given by the party to the other:

**Licensor:**

MAW Communications, Inc.  
PO Box 978  
Reading, PA 19603  
Attention: Frank Wiczowski  
Telephone: 610-781-6279

**LICENSEE:**

City of Lancaster  
120 North Duke St.  
Lancaster, PA 17608

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## MAW Communications Inc.

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered or certified mail return receipt requested on the date of receipt thereof and, if given by telecopy, the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

### 21. NON-WAIVER

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any term, right or condition.

### 22. CHOICE OF LAW

The construction, interpretation and performance of this Agreement shall be governed by the law of the Commonwealth of Pennsylvania without regard to its conflicts of law's provisions.

### 23. HEADINGS

All headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any clause.

### 24. REQUIRED RIGHTS

Licensor covenants that it will have obtained by the time the Licensee's Fiber Optic Facilities are made available to Licensee and will use its best efforts to cause to remain in effect during the term of this Agreement, all easements, leases, licenses, fee interests, rights of-way, permits, authorizations and other rights necessary and requisite to enable Licensor to grant the IRU to Licensee ("Required Rights"). Licensee agrees to pay all costs per Exhibit B Intrinsic Costs associated with the Required Rights. Subject to the foregoing obligations of Licensor, Licensee is accepting the License on an "AS IS, WHERE IS" basis and receiving its interests in Licensor's Fiber Optic Facilities only to the extent such interests are held by Licensor.

Licensee covenants that it will have obtained by the time the Licensee's Pole Attachments and or existing aerial facilities are made available to Licensor and will use its best efforts to cause to remain in effect during the term of this Agreement, all easements, leases, licenses, fee interests, rights of-way, permits, authorizations and other rights necessary and requisite to enable Licensor to grant the IRU to Licensee ("Required Rights"). Licensee agrees to pay all costs associated with the Required Rights. Subject to the foregoing obligations of Licensee, Licensor is accepting the License on an "AS IS, WHERE IS" basis and receiving its interests in Licensee's Pole Attachments and or existing facilities only to the extent such interests are held by Licensee.

## MAW Communications Inc.

### 25. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that: (i) it has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iii) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court, or body.

### 26. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement and its associated Exhibits A through C supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by express written approval by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives

City of Lancaster

MAW Communications Inc.

By: 

By: 

Name: J. Richard Gray

Name: Frank T Wiczowski

Title: Mayor

Title: President

Date: 12/23/14

Date: 12/17/14

Witnessed by: 

Name: Berry N. Hardberger

Title: Solicitor

**MAW Communications and the City of Lancaster**

**Municipal Carrier Agreement**

**Exhibit A**

**Network Facilities Map**

**Confidential and Proprietary**

**Ex. A**

**Ex. 2**

## **MAW Communications and the City of Lancaster**

### **Municipal Carrier Agreement**

#### **Exhibit B**

All costs to Licensee associated with and or created by this Agreement are determined by the costs of the Routes. Routes are established either through an Acceptable Use of this Agreement by Licensee or via an Instance as defined in Exhibit C. Consequently, if there are no Routes detailed in Exhibit A then the costs to Licensee due to this Agreement are zero.

Intrinsic costs shall be billed at cost plus thirteen percent.

Throughout the term of this Agreement, exclusive of any fees paid to Licensor by Licensee and exclusive of any Instances, Licensor shall pay to Licensee, a fee equal to thirteen (13) percent of revenues reported by Licensor, as a result of operations within the confines of the city of Lancaster. Fees shall be thirteen (13) percent of the Gross revenues and shall be paid to Licensee, on a quarterly or annual basis at the discretion of Licensor. Licensee is responsible for any regulatory fees and or taxes owed by Licensor for fees paid to Licensee by Licensor.

As Routes are added to this Agreement, through the Firm Order Confirmation process detailed in Exhibit C, the installation and maintenance costs for each Route will be detailed in this Exhibit B. The cost for a specific Route is not dependent upon nor is it determined by any other Route or its associated costs. Specifically, each Route and its associated maintenance and installation costs are completely independent of any other Route and its associated costs.

Recurring Payments due Licensor by Licensee shall be due and payable either monthly or quarterly in advance. Licensee agrees to pay Licensor's Invoices either monthly or quarterly as determined by Licensor, within fifteen (15) days of receipt of Licensor's Invoice. Licensee agrees to pay a carry charge of the maximum allowed by law for any payments which are due and owing over thirty (30) days.

Licensee agrees to pay all regulatory fees, taxes and or surcharges that may be due and owing for the services provided for under this Agreement.

All costs detailed in this Exhibit B will be adjusted yearly, based on the Consumer Price Index (CPI) calculated over the previous twelve (12) months. The next twelve (12) months fees will be adjusted up or down accordingly.

All hourly fee costs detailed herein remain fixed over a twenty four (24) month period and may change bi-annually due to changes in costs for fuel, insurance, regulatory cost, etc.

The costs for Routes are detailed below:

Telecommunications Network Construction costs are fixed at cost plus thirteen (13) percent.

Telecommunications Fiber Splicing Services per hour: \$350.00

Telecommunications Design & Implementation Services per hour discounted 35% equals : \$123.50

Telecommunications Network Maintenance costs are fixed at cost plus thirteen (13) percent.

# **MAW Communications and the City of Lancaster**

## **Municipal Carrier Agreement**

### **Exhibit C**

#### **Construction**

Throughout the term of this Agreement, Licensor will construct and maintain the Routes as detailed in Exhibit A and shall allocate and reserve fifty percent (50%) of the fiber optic strands for Licensee's Authorized Use. If, throughout the term of this Agreement, Licensor augments Licensor's Fiber Optic Facilities, within the confines of the City of Lancaster, Licensor shall allocate and reserve fifty percent (50%) of the fiber optic strands to a limit of twenty four (24) strands for Licensee's Authorized Use.

Throughout the term of this Agreement, Licensee agrees all Routes constructed and maintained by Licensor, including all additional Routes added via the FOC process detailed herein, shall include cost for up to ninety six (96) strands of fiber of which fifty percent (50%) shall be allocated for Licensee's Authorized Use. If, in the sole discretion of Licensor, the network is augmented with more or less than ninety six (96) strands, Licensor shall allocate fifty percent (50%) of the fiber optic strands for Licensee's Authorized Use.

#### **Operation**

Throughout the term of this Agreement, Licensor shall provide all specifications, engineering, project management, installation and maintenance, including all electronic equipment attached to Licensor's network, for all of the Routes detailed in Exhibit A. Costs for Licensor's services are detailed in Exhibit B.

Licensee shall provide Licensor or Licensor will submit for Licensee's approval the appropriate specifications for any electronic equipment attached to Licensor's network for Licensee's Authorized Use.

Except as detailed in this Agreement, any costs associated with the operation and maintenance of Licensee's Routes and or Licensor's network not detailed in this Agreement shall be approved by Licensee prior to Licensor incurring the expense.

Throughout the term of this Agreement, unless Licensee notifies Licensor otherwise, Route Outages shall be considered emergencies. Consequently, Licensor's restoration efforts shall be ongoing twenty four (24) hours per day, seven (7) days per week until restoration has been accomplished. Licensee shall report Route Outages by calling

Licensor's Emergency Number. Until notified in writing by Licensor, the number shall be: 1.877.Need.MAW. Licensor shall respond to Route Outages within three (3) hours of receipt of the call. If Licensor does not respond and begin restoration efforts, per the terms of this Agreement, within three (3) hours of receipt of Licensee's call, Licensor shall credit Licensee thirteen hundred dollars (\$1,300).

Throughout the term of this Agreement, Routes may be added or deleted and do not require an Amendment to this Agreement. A Firm Order Confirmation ("FOC"), provided to Licensee by Licensor shall be the method used to add or delete Routes to Licensee's Fiber Optic Facilities. The FOC shall be signed by Licensee and Licensor and shall serve as authorization by Licensee and Licensor to add or delete the Routes detailed in the FOC. The FOC may specify unique terms and conditions of the respective Routes. For example: The FOC may define a minimum term for the respective Routes. A revised Exhibit A will be issued upon the execution of any FOC's.

## **Expansion**

Throughout the term of this Agreement, Licensee and Licensor may agree to work together to offer services beyond the Authorized Use of Licensor's network by Licensee which shall not require an Amendment to this Agreement and is defined as an "Instance." This Exhibit details the terms of conditions for any and all uses of Licensor's network beyond the Authorized Use of Licensor's Network by Licensee. A FOC provided to Licensee by Licensor shall serve as authorization by Licensee and Licensor and shall be the method used to add or delete Instances of service offerings and their corresponding Routes.

Throughout the term of this Agreement, Licensee agrees to exclusively utilize Licensor's Instances for any and all of Licensee's revenue sharing and or revenue generating projects that incorporate and or utilize services provided by and or offered by Licensor.

For each and every Instance of Licensee and Licensor agreeing to work together on a specific service:

- a) Any and all revenue sharing shall be based on gross revenues from the service as reported by Licensor. Since Licensor is a Pennsylvania Public Utility, Licensor is required to report any and all such revenues according to federal and state regulations.
- b) The percentage of gross revenues shared by Licensor to Licensee shall be determined by the Instance and governed by Exhibit B.
- c) Licensor shall provide all specifications, engineering, project management, installation and maintenance of all aspects of the service related to Licensor's network, including any and all electronic equipment attached to Licensor's network.



- d) Involving and or requiring Internet connectivity, Licensor shall provide all specifications, engineering, project management, installation and maintenance of all aspects of the Internet Service including Internet connectivity in of itself that is connected to Licensor's network, including any and all electronic equipment attached to Licensor's network.
- e) The term of the service offering shall be mutually agreed upon and at the least will be six (6) months and at the most to the end of the term of the Agreement.
- f) Any additional Routes required for the service will be added to Exhibit A and will be governed by the terms and conditions of this Agreement.
- g) Any and all costs associated with the Service related to Licensor's network will be governed by the terms and conditions of this Agreement, accept as mutually agreed upon by Licensee and Licensor.
- h) Each Instance shall be independent of any other Instance.

# EXHIBIT 3



# EXHIBIT 4



## Lancaster Safety Coalition

262 Conestoga Street; PO Box 1591, Lancaster, PA 17603 (717) 397-3137  
[www.LancasterCSC.org](http://www.LancasterCSC.org)

***LSC Mission Statement: We enhance Lancaster's community safety.***

PPL Electric Utilities  
2 North 9<sup>th</sup> St.  
Allentown, PA

March 17, 2015

RE: Pole Attachment Agreement # 91065397-3

Sent via E-mail

Attention: William Klokis, Pole Attachments Manager

Dear Mr. Klokis,

We currently have seven hundred and forty three (743) attachments to PPL poles. The majority of the attachments are for fiber optic cable. The remaining attachments are power, enclosures or cameras. The enclosed list details the fiber optic cable attachments.

MAW Communications is now responsible for the fiber optic cable attachments detailed on the enclosed list. Please transfer these attachments to MAW Communications utilizing their existing pole attachment agreement with PPL. The remaining attachments will remain on our existing attachment agreement.

Please execute the transfer as soon as possible. If you require any additional information, please contact Frank Wiczowski of MAW Communications. He can be reached at 610.781.6279 or via e-mail at [Frank@MAWcom.com](mailto:Frank@MAWcom.com).

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Wes Farmer, PhD, Executive Director

Lancaster Safety Coalition

Encl: Attachment List

Cc: City of Lancaster – P Brogan, C Katzenmoyer  
MAW Communications – Frank Wiczowski

# EXHIBIT 5



MAW Communications Inc.  
Po Box 978  
Reading, PA 19601 610.396.1050

PPL Electric Utilities

Attention Joint Use – Pole Attachments Division

January 15, 2016

RE: Attaching Code # 295

To whom it may concern:

MAW Communications, in partnership with the City of Lancaster is in process of constructing a citywide fiber optic network. Last year, MAW requested PPL to transfer 475 poles from the City of Lancaster through the Lancaster Community Safety Coalition (Attaching Code 358) to MAW's account referenced above. We have completed our first phase of the project which entailed "J and Raising" the existing plant and replacing it with our current plant.

Once our migration to the new plant is complete, sometime later this year, we will remove the obsolete plant. Unfortunately, the Safety Coalition's records were not accurate. Consequently, we mirrored PPL's attachment design process and we have a completed profile sheet as well as pictures and a video log for every pole we are currently attached to. This information is ready to be provided to PPL upon request. The information entails 960 attachments.

We have completed our field engineering for the first of 15 additional routes. The first route entails attaching to 76 poles. Our current design for all 15 routes will be comprised of approximately 650 additional attachments in the City of Lancaster. Utilizing PPL Electric Utilities guidelines, along with PPL's attachment design process, we believe the route does not require make ready.

Our internal engineering documents including PPL Pole Profile Sheets along with an aerial map and a Google Earth kmz file are included with our electronic attachment application. Additionally, video footage of each pole along the route is available upon request.

Our citywide fiber optic network is scheduled for completion in August of 2016. Working toward that goal, PPL's assistance in meeting our project completion date would be most appreciated. Our documentation and engineering is available to PPL in an effort to ensure expeditious processing of our next 15 routes.

Please reply via e-mail to [Frank@MAWcom.com](mailto:Frank@MAWcom.com) or via my cell at 610.781.6279 to confirm receipt.

Respectfully,

Frank Wiczowski

# EXHIBIT 6



  
TWO NORTH NINTH STREET  
ALLENTOWN PA 18101-1179

QUOTE NUMBER  
81011517-3

QUOTE DATE  
04/07/16

TOTAL AMOUNT  
34,157.00

MAW COMMUNICATIONS, INC  
JOSEPH STABOLESKI  
419 WASHINGTON  
READING, PA 19603

PPL CONTROL ACCOUNT: 014330

MAKE CHECKS PAYABLE TO:  
PPL Electric Utilities Corp

AMOUNT PAID

--- 3 2500341570050034157000 8101151700

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE  
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

MAW COMMUNICATIONS, INC  
JOSEPH STABOLESKI  
419 WASHINGTON  
READING, PA 19603

REFER ALL INQUIRIES TO:  
Customer Care Center 800-342-5775

PLEASE REFER TO THIS NUMBER WHEN  
CALLING OR WRITING: 81011517-3

ITEM	DESCRIPTION	AMOUNT
1	MAKE READY - CONSTRUCTION	12,754.00
2	MAKE READY - ENGINEERING	21,403.00
58084287 - MR-295-MAW COMMUNICATIONS, INC.-APP 202916-LANCASTER AERIAL  Payment Due: Upon Receipt		

81011517-3  
QUOTE NUMBER

04/07/16  
QUOTE DATE

34,157.00  
TOTAL AMOUNT

PPL Electric Utilities Corp  
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179  
046290000000005



TWO NORTH NINTH STREET  
ALLENTOWN PA 18101-1179

QUOTE NUMBER  
81013474-3

QUOTE DATE  
11/15/16

TOTAL AMOUNT  
3,417.00

MAW COMMUNICATIONS, INC.  
JOSEPH STABOLESKI  
419 WASHINGTON ST  
READING, PA 19603

PPL CONTROL ACCOUNT: 014330

MAKE CHECKS PAYABLE TO:  
PPL Electric Utilities Corp

AMOUNT PAID

--- 3 2000034170000003417008 8101347400

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE  
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

MAW COMMUNICATIONS, INC.  
JOSEPH STABOLESKI  
419 WASHINGTON ST  
READING, PA 19603

REFER ALL INQUIRIES TO:  
Customer Care Center 800-342-5775

PLEASE REFER TO THIS NUMBER WHEN  
CALLING OR WRITING: 81013474-3

ITEM	DESCRIPTION	AMOUNT
1	MAKE READY - CONSTRUCTION	1,424.00
2	MAKE READY - ENGINEERING	1,993.00
58143596 - MR-295-MAW COMMUNICATIONS, INC.-APP 203696-BUILD TO BROWNSTO  Payment Due: Upon Receipt		

81013474-3  
QUOTE NUMBER

11/15/16  
QUOTE DATE

3,417.00  
TOTAL AMOUNT

PPL Electric Utilities Corp  
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179  
050040000000027



TWO NORTH NINTH STREET  
ALLENTOWN PA 18101-1179

QUOTE NUMBER  
81013478-3

QUOTE DATE  
11/15/16

TOTAL AMOUNT  
93,263.00

MAW COMMUNICATIONS, INC.  
JOSEPH STABOLESKI  
419 WASHINGTON ST  
READING, PA 19603

PPL CONTROL ACCOUNT: 014330

MAKE CHECKS PAYABLE TO:  
PPL Electric Utilities Corp

AMOUNT PAID

--- 3 2300932630030093263004 8101347800

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE  
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

MAW COMMUNICATIONS, INC.  
JOSEPH STABOLESKI  
419 WASHINGTON ST  
READING, PA 19603

REFER ALL INQUIRIES TO:  
Customer Care Center 800-342-5775

PLEASE REFER TO THIS NUMBER WHEN  
CALLING OR WRITING: 81013478-3

ITEM	DESCRIPTION	AMOUNT
1	MAKE READY - CONSTRUCTION	78,774.00
2	MAKE READY - ENGINEERING	14,489.00
58138571 - MR-295-MAW COMMUNICATIONS, INC.--APP 203637-BUILD TO BROWNSTO		
Payment Due: Upon Receipt		

81013478-3  
QUOTE NUMBER

11/15/16  
QUOTE DATE

93,263.00  
TOTAL AMOUNT

PPL Electric Utilities Corp  
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179  
050040000000028



TWO NORTH NINTH STREET  
ALLENTOWN PA 18101-1179

QUOTE NUMBER  
81013546-3

QUOTE DATE  
12/01/16

TOTAL AMOUNT  
67,713.00

MAW COMMUNICATIONS, INC  
JOSEPH STABOLESKI  
419 WASHINGTON ST  
READING, PA 19603

PPL CONTROL ACCOUNT: 014330

MAKE CHECKS PAYABLE TO:  
PPL Electric Utilities Corp

AMOUNT PAID

--- 3 6400677130040067713006 8101354600

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE  
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

MAW COMMUNICATIONS, INC  
JOSEPH STABOLESKI  
419 WASHINGTON ST  
READING, PA 19603

REFER ALL INQUIRIES TO:  
Customer Care Center 800-342-5775

PLEASE REFER TO THIS NUMBER WHEN  
CALLING OR WRITING: 81013546-3

ITEM	DESCRIPTION	AMOUNT
1	MAKE READY - CONSTRUCTION	48,974.00
2	MAKE READY - ENGINEERING	18,739.00
58143595 - MR-295-MAW COMMUNICATIONS, INC.-APP 203687-BUILD TO BROWNSTO		
Payment Due: Upon Receipt		

81013546-3  
QUOTE NUMBER

12/01/16  
QUOTE DATE

67,713.00  
TOTAL AMOUNT

PPL Electric Utilities Corp  
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179  
050220000000009

# **EXHIBIT 7**

Zimbra

mindy@mawcom.com

---

**FW: Escrow Draw Down Request 1**

---

**From :** Jeffrey Franklin <JFranklin@PrinceLaw.com>

Wed, Jul 18, 2018 02:13 PM

**Subject :** FW: Escrow Draw Down Request 1 1 attachment**To :** frank@mawcom.com, mindy@mawcom.com, Brian Kelly <brian@mawcom.com>**Cc :** Eric Winter <ewinter@princelaw.com>

Clarification from PPL of the escrow fund drawdown request. It is only for engineering costs for 4 applications.

Please review and advise.

Thanks,  
Jeff

Jeffrey A. Franklin, Esq.  
Prince Law Offices, P.C.  
646 Lenape Rd  
Bechtelsville, PA 19505  
888-313-0416, 84105 (TF)  
610-845-3803, 84105  
610-914-1953 (c)  
610-845-3903 (f)  
[JFranklin@PrinceLaw.com](mailto:JFranklin@PrinceLaw.com)  
[www.PrinceLaw.com](http://www.PrinceLaw.com)  
[Twitter](#) | [LinkedIn](#)

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**From:** Shafer, Michael J <MJShafer@pplweb.com>**Sent:** Wednesday, July 18, 2018 9:57 AM**To:** Eric Winter <ewinter@princelaw.com>; Jeffrey Franklin <JFranklin@PrinceLaw.com>**Cc:** Joseph D'Amico <jsdamico@flblaw.com>; Yanek, Ryan J <RJYanek@pplweb.com>**Subject:** FW: Escrow Draw Down Request 1

Eric and Jeff,

Ryan forwarded me Mr. Wiczkowski's response to PPL's draw down request. I believe there is some confusion on which work PPL is seeking to be reimbursed. The attached invoices represent the estimated make ready construction costs and the actually incurred engineering costs for MAW's applications submitted in 2016. PPL does not dispute that the construction work was not approved by MAW and never performed. However, the engineering work was performed to determine what make ready construction was needed. The \$56,624.00 only represents the engineering costs which PPL incurred because MAW submitted 4 attachment applications.

Par. 8 of the Court Order is clear that the escrow funds are to be used to reimburse PPL's costs to enforce the Order, OR enforce the terms of the 2003 Attachment Agreement. MAW remains obligated under the attachment agreement to reimburse PPL for the engineering services MAW requested to be performed as part of the attachment application process.

Additionally, it is PPL's policy to not consider any additional attachment applications until past due make ready invoices are paid. If MAW wants PPL to consider its new attachment applications it must first satisfy its past due invoices from 2016. Otherwise MAW's new applications to remediate the unauthorized attachments will not be considered by PPL.

In an effort to continue to move the remediation efforts forward I ask that your client reconsider its objection to PPL's 1<sup>st</sup> Escrow Draw Down Request. Thank you.

Mike

Best regards,

**Michael J. Shafer** | Counsel

Office of General Counsel | phone: (610) 774-2599 | [mjshafer@pplweb.com](mailto:mjshafer@pplweb.com)



PPL  
2 North Ninth Street  
GENTW3  
Allentown, PA 18101

---

**From:** Frank Wiczkowski [<mailto:frank@mawcom.com>]

**Sent:** Monday, July 16, 2018 4:52 PM

**To:** Yanek, Ryan J

**Cc:** Joseph D'Amico; Shafer, Michael J

**Subject:** Re: Escrow Draw Down Request 1

**EXTERNAL email. STOP and THINK before responding, clicking on links, or opening attachments.**

---

Good Afternoon Ryan,

Please be advised that MAW disputes these invoices and as a result; we also dispute the draw down of the escrow account for these invoices.

MAW has never approved the Make Ready work as detailed on the attached 2016 invoices.

Sincerely,  
FTW

**Frank T Wiczowski**

President & CEO, MAW Communications, Inc

610.781.6279 | [frank@mawcom.com](mailto:frank@mawcom.com)

[www.mawcom.com](http://www.mawcom.com) PO box 978, Reading, PA 19603

---

**From:** "Yanek, Ryan J" <[RJYanek@pplweb.com](mailto:RJYanek@pplweb.com)>  
**To:** "Frank Wiczowski" <[frank@mawcom.com](mailto:frank@mawcom.com)>, "Joseph D'Amico" <[jsdamico@flblaw.com](mailto:jsdamico@flblaw.com)>  
**Cc:** "MJShafer" <[MJShafer@pplweb.com](mailto:MJShafer@pplweb.com)>  
**Sent:** Monday, July 9, 2018 2:44:30 PM  
**Subject:** Escrow Draw Down Request 1

Good Afternoon Frank,

In accordance with the April 13, 2018 Order, we are requesting that Fitzpatrick Lentz and Bubba PC release to us the sum of \$56,624.00 on July 16, 2018 from the escrow funds deposited with the firm. The expenses supporting the draw down from the escrow are attached.

We expect the funds to be replenished promptly.

Sincerely,

Ryan J. Yanek



Cc: Fitzpatrick Lentz & Bubba PC

**Ryan J. Yanek, PMP** | Project Manager - ATBS

Distribution Project Management | 610-774-2092 (Desk) | 610-509-6866 (Cell) | [rjyanek@pplweb.com](mailto:rjyanek@pplweb.com)



PPL EU  
2 North 9<sup>th</sup> St.  
GENN3  
Allentown, PA 18101

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3 KB

**From :** Frank Wiczowski <[frank@mawcom.com](mailto:frank@mawcom.com)>

Mon, Jul 16, 2018 04:53 PM

**Subject :** Fwd: Escrow Draw Down Request 1

1 attachment

**To :** Jeffrey Franklin <[JFranklin@PrinceLaw.com](mailto:JFranklin@PrinceLaw.com)>, Eric Winter <[ewinter@princelaw.com](mailto:ewinter@princelaw.com)>

**Cc :** Leadership Team <[leadership@mawcom.com](mailto:leadership@mawcom.com)>

Hi Guys,

FYI ....

**Frank T Wiczowski**

President & CEO, MAW Communications, Inc

610.781.6279 | [frank@mawcom.com](mailto:frank@mawcom.com)

[www.mawcom.com](http://www.mawcom.com) PO box 978, Reading, PA 19603

---

**From:** "Frank Wiczowski" <[frank@mawcom.com](mailto:frank@mawcom.com)>

**To:** "Yanek, Ryan J" <[RJYanek@pplweb.com](mailto:RJYanek@pplweb.com)>

**Cc:** "Joseph D'Amico" <[jsdamico@flblaw.com](mailto:jsdamico@flblaw.com)>, "MJShafer" <[MJShafer@pplweb.com](mailto:MJShafer@pplweb.com)>

**Sent:** Monday, July 16, 2018 4:51:42 PM

**Subject:** Re: Escrow Draw Down Request 1

Good Afternoon Ryan,

Please be advised that MAW disputes these invoices and as a result; we also dispute the draw down of the escrow account for these invoices.

MAW has never approved the Make Ready work as detailed on the attached 2016 invoices.

Sincerely,  
FTW

**Frank T Wiczowski**

President & CEO, MAW Communications, Inc

610.781.6279 | [frank@mawcom.com](mailto:frank@mawcom.com)

[www.mawcom.com](http://www.mawcom.com) PO box 978, Reading, PA 19603

---

**From:** "Yanek, Ryan J" <[RJYanek@pplweb.com](mailto:RJYanek@pplweb.com)>

**To:** "Frank Wiczowski" <[frank@mawcom.com](mailto:frank@mawcom.com)>, "Joseph D'Amico" <[jsdamico@flblaw.com](mailto:jsdamico@flblaw.com)>

**Cc:** "MJShafer" <[MJShafer@pplweb.com](mailto:MJShafer@pplweb.com)>

**Sent:** Monday, July 9, 2018 2:44:30 PM  
**Subject:** Escrow Draw Down Request 1

Good Afternoon Frank,

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We expect the funds to be replenished promptly.

Sincerely,

Ryan J. Yanek

Cc: Fitzpatrick Lentz & Bubba PC

**Ryan J. Yanek, PMP** | [Project Manager - ATBS](#)

Distribution Project Management | 610-774-2092 (Desk) | 610-509-6866 (Cell) | [rjyanek@pplweb.com](mailto:rjyanek@pplweb.com)



PPL EU  
2 North 9<sup>th</sup> St.  
GENN3  
Allentown, PA 18101

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**image001.png**  
3 KB



# EXHIBIT 8

# PRINCE LAW OFFICES, P.C.



Warren H. Prince  
Karl P. Voigt IV  
Joshua Prince  
Eric E. Winter  
Stanley J. Kuter  
Jeffrey A Franklin  
Adam J. Kraut  
Jorge Pereira

Bechtelsville	1-610-845-3803
Allentown	1-610-770-1151
Bethlehem	1-610-814-0838
Camp Hill	1-717-731-0100
Lancaster	1-717-393-7002
Lebanon	1-717-274-9250
North Wales	1-215-412-0800
Pottstown	1-610-326-4200
Pottsville	1-570-621-8828
Reading	1-610-375-8425
Toll Free	1-888-313-0416
Fax	1-610-845-3903

August 27, 2018

Joseph S. D'Amico Jr., Esquire  
4001 Schoolhouse Lane  
P.O. Box 219  
Center Valley, PA 18034-0219

RE: PPL Electric Utilities Corporation, Formerly Known as pennsylvania Power Light Co. v.  
MAW Communications, Inc. and Frank T. Wiczowski and City of Lancaster, Intervenor  
Docket Number: 2017-C-3755

Dear Attorney D'Amico Jr.,

Although PPL has submitted lump sum invoices for all make-ready engineering and make-ready construction costs, these costs do not provide MAW any sufficient detail to substantiate PPL's charges.

You will note that the invoices are merely a total due. They provide no insight into whether the total due was based on time expended, a per pole charge, a per attachment charge or some other basis for calculating the amount due. Additionally, the pole attachment agreement does not provide detail as to how this amount might be calculated. As I stated before, the amount due appears excessive to me as a layperson considering that no actual field work was done. Based on a small amount of research on my part and from talking to some professionals not involved in the case, the amount due is tens of thousands of dollars higher than would normally be anticipated.

I do not believe that any responsible attorney would ever suggest that a client pay an invoice without having an understanding of how the total due was calculated.

Moreover, I do not believe that any court would accept an invoice without a breakdown of how it was calculated.

In past determinations, the FCC has made it clear that pole owners have an "obligation to provide a reasonable amount of information sufficient to substantiate its make-ready charges" to the attacher (Knology, Inc. v. Georgia Power Co., 18 FCC Rcd. 24615, 24641 ¶ 61; Salsgiver

Communications, Inc. v. North Pittsburgh Telephone Co., 22 FCC Rcd. 20536, 20543 ¶ 22 (Enf. Bur. 2007)).

It is my understanding that MAW has continually requested that PPL provide more details in their invoices, dating back to 2016 when MAW originally was invoiced by PPL for these applications. To date PPL has not provided this detail in which it is obligated to provide to MAW. MAW requests that PPL provide MAW with the following for all make-ready engineering charges: total hours PPL's contractors spent on each application, and their billable rate per hour for each 2016 application in which PPL is invoicing MAW. MAW also requests that PPL provide MAW with the following for all make-ready construction costs: a per pole estimated costs per the necessary make-ready for each 2016 application in which PPL has invoiced MAW.

The FCC has held that under Section 224 the only permissible reasons for denial of access must pertain to reasons of lack of capacity, safety, reliability or engineering standards and that past debt is not a permissible reason to deny access. *Kansas City Cable Partners v. Kansas City Power & Light Co.*, Consolidated Order, 14 FCC Rcd. 11599 (Cable Serv. Bur. 1999). In that matter, the FCC explicitly ruled "Debt collection is not permissible grounds for denial of access.". Although the agreement between MAW and PPL states that PPL may deny review of applications for reasons of past due balances, the FCC has also previously ruled in *Salsgiver Communications* that aspects of the contract/agreement which violate Section 224 and Commission's rulings must be amended to eliminate sections of the agreement that are in violation of Section 224.

In Section 224 it states, "a utility must explain in writing its precise concerns—and how they relate to lack of capacity, safety, reliability, or engineering purposes—in a way that is specific with regard to both the particular attachment(s) and the particular pole(s) at issue. Furthermore, such concerns must be reasonable in nature in order to be considered nondiscriminatory."

Section 224 goes on to state that a denial "shall be **specific**, shall include all relevant evidence and information supporting its denial, and shall explain how such evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability or engineering standards."

As I have represented to the Court and to you in the past, PPL is due money for these make ready engineering costs. I will recommend that MAW pay PPL upon receiving an invoice that accurately and fairly shows how the amount due was computed.

As someone calculated these invoices, there must be documentation somewhere. Please provide me with that documentation so that we can move forward to resolve these invoices.

Additionally, MAW has advised me that they still have heard nothing about the signal path information that was to be incorporated into a court order. Please provide me with the status of same.

Yours truly,  
Prince Law Offices, P.C.



Eric E. Winter  
eewinter@princelaw.com  
Extension: 84187

eew/web  
Matter no. 38758



# EXHIBIT 9

Draw Request

1

2



## Summary of Escrow Request Activity

### Description

MAW Application-1 202916 Survey and Design Services performed but not paid  
MAW Application-2 203637 Survey and Design Services performed but not paid  
MAW Application-3 203696 Survey and Design Services performed but not paid  
MAW Application-4 203687 Survey and Design Services performed but not paid  
H&M Removal of Unauthorized Attachments List #1 - PPLTM8-I1003  
PPL time spent managing progress under Court Order April\_August

Total



Summary of remaining costs due PPL
MAW Application-1 202916 Survey and Design Services performed but not paid
MAW Application-2 203637 Survey and Design Services performed but not paid
MAW Application-3 203696 Survey and Design Services performed but not paid
MAW Application-4 203687 Survey and Design Services performed but not paid
H&M Mobilization to remove first list of Unauthorized Attachments - PPLTM8-I1002
H&M Removal of Unauthorized Attachments List #2 - PPLTM8-I1004
H&M Removal of Unauthorized Attachments List #4 - PPLTM8-I1000
Unauthorized Attachment Fee 2017 - 1086 unauthorized attachments x \$50.20
Unauthorized Attachment Fee 2018 - 1086 unauthorized attachments x \$53.60
Unauthorized Attachment Fee 2019 - 934 unauthorized attachments x \$56.25
PPL time spent managing progress under Court Order September_November
<b>Total</b>

Submitted	Due	Value	Escrow Balance Beginning	Escrow Balance Remaining	Status
7/9/2018	7/16/2018	\$21,403.00			Protested by MAW / PPL did not draw
7/9/2018	7/16/2018	\$14,489.00			Protested by MAW / PPL did not draw
7/9/2018	7/16/2018	\$1,993.00			Protested by MAW / PPL did not draw
7/9/2018	7/16/2018	\$18,739.00			Protested by MAW / PPL did not draw
9/24/2018	10/1/2018	\$14,394.38			Satisfied
9/24/2018	10/1/2018	\$30,535.80			Satisfied

\$101,554.18 \$75,000.00 -\$26,554.18

Time Period		
4/13/2016		\$21,403.00
11/21/2016		\$14,489.00
11/21/2016		\$1,993.00
12/5/2016		\$18,739.00
3/22/2018		\$1,115.37
8/30/2018		\$8,765.16
11/30/2018		\$10,018.82
12/31/2017		\$54,517.20
12/31/2018		\$58,209.60
1/30/2019		\$52,537.50
11/30/2018		\$5,079.97
		<b>\$246,867.62</b>

# EXHIBIT 10



**PPL Utilities  
And  
MAW Communications, Inc.**

**Pole Attachment Billing**

**July 1, 2015 to June 30, 2016**

**Master Billing Record  
MAW Communications, Inc.**

<u>on PPL</u>	<u>Region</u>
428	PPLEU - Pennsylvania
<hr/>	
428	<b>Total</b>

$$428 \times \$10.04 = \$4,297.12$$

**Net Amount Due PPL**

**\$4,297.12**

Enclosure

TWO NORTH NINTH STREET  
ALLENTOWN PA 18101-1179

INVOICE NUMBER  
91077392-3

INVOICE DATE  
07/08/16

TOTAL AMOUNT  
4,297.12

MAW COMMUNICATIONS  
FRANK WICZKOWSKI  
PO BOX 978  
READING, PA 19603

PPL CONTROL ACCOUNT: 017200

MAKE CHECKS PAYABLE TO:  
PPL Electric Utilities Corp

AMOUNT PAID

--- 3 8600042971260004297120 9107739200

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT

MAW COMMUNICATIONS  
FRANK WICKOWSKI  
PO BOX 978  
READING, PA 19603

REFER ALL INQUIRIES TO:  
Contact: Kimberlee Zatko 610-774-6254

PLEASE REFER TO THIS NUMBER WHEN  
CALLING OR WRITING: 91077392-3

ITEM	DESCRIPTION	AMOUNT
1	RENT FOR Attachments-OH & UG FIBER OPTIC	4,297.12
<p>PERIOD COVERED 7/01/2015 TO 6/30/2016</p> <p>PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH OR THE MAXIMUM PERMITTED BY LAW.</p> <p>DUE BY 8/15/2016.</p> <p>Payment Due: Net 30</p>		

91077392-3  
INVOICE NUMBER

07/08/16  
INVOICE DATE

4,297.12  
TOTAL AMOUNT

PPL Electric Utilities Corp  
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179  
047870000000009



**PPL Utilities  
And  
MAW Communications, Inc.**

**Pole Attachment Billing**

**July 1, 2016 to June 30, 2017**

**Master Billing Record  
MAW Communications, Inc.**

<u>on PPL</u>	<u>Region</u>
428	PPLEU - Pennsylvania
<hr/>	
428	<b>Total</b>

$$428 \times \$10.72 = \$4,588.16$$

**Net Amount Due PPL**

**\$4,588.16**



MAW COMMUNICATIONS  
FRANK WICZKOWSKI  
PO BOX 978  
READING, PA 19603

REFER ALL INQUIRIES TO:  
Contact: Kimberlee Zatko 610-774-6254

PLEASE REFER TO THIS NUMBER WHEN  
CALLING OR WRITING: 91084898-3

ITEM	DESCRIPTION	AMOUNT
1	<p>RENT FOR Attachments-OH &amp; UG FIBER OPTIC</p> <p>PERIOD COVERED 7/01/2016 TO 6/30/2017 FIBER OPTIC COMPANY ATTACHMENTS TO PPL POLES: \$4,588.16. NET AMOUNT DUE PPL: \$4,588.16.</p> <p>PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH OR THE MAXIMUM PERMITTED BY LAW.</p> <p>DUE BY 9/15/2017.</p> <p>Payment Due: Net 30</p>	4,588.16

91084898-3

INVOICE NUMBER

08/10/17

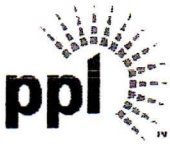
INVOICE DATE

4,588.16

TOTAL AMOUNT

PPL Electric Utilities Corp  
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179  
054130000000015





**PPL Utilities  
And  
MAW Communications, Inc.  
Pole Attachment Billing  
July 1, 2017 to June 30, 2018**

**Master Billing Record  
MAW Communications, Inc.**

<u>on PPL</u>	<u>Region</u>
428	PPLEU - Pennsylvania
<hr/>	
428	<b>Total</b>

$$428 \times \$11.25 = \$4,815.00$$

**Net Amount Due PPL**  
\$4,815.00

TWO NORTH NINTH STREET  
ALLENTOWN PA 18101-1179

INVOICE NUMBER  
91092567-3

INVOICE DATE  
08/27/18

**TOTAL AMOUNT**  
**4,815.00**

MAW COMMUNICATIONS  
FRANK WICZKOWSKI  
PO BOX 978  
READING, PA 19603

PPL CONTROL ACCOUNT: 017200

MAKE CHECKS PAYABLE TO:  
PPL Electric Utilities Corp

**AMOUNT PAID**

--- 3 2800048150080004815000 9109256700

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE  
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

MAW COMMUNICATIONS  
FRANK WICZKOWSKI  
PO BOX 978  
READING, PA 19603

REFER ALL INQUIRIES TO:  
Contact: Vicki Perlick 610-774-6256

PLEASE REFER TO THIS NUMBER WHEN  
CALLING OR WRITING: 91092567-3

ITEM	DESCRIPTION	AMOUNT
1	RENT FOR Attachments-OH & UG FIBER OPTIC	4,815.00
	PERIOD COVERED 7/01/2017 TO 6/30/2018 FIBER OPTIC COMPANY ATTACHMENTS TO PPL POLES: \$4,815.00. NET AMOUNT DUE PPL: \$4,815.00.	
	PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH OR THE MAXIMUM PERMITTED BY LAW.	
	DUE BY 10/01/2018.	
	Payment Due: Net 30	

91092567-3

INVOICE NUMBER

08/27/18

INVOICE DATE

4,815.00

**TOTAL AMOUNT**

PPL Electric Utilities Corp  
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179  
059820000000030

# EXHIBIT 11



MAW Communications Inc.  
P.O. Box 978  
Reading, PA 19603 [www.MAW.com.com](http://www.MAW.com.com)

PPL Electric Utilities  
2 North 9th Street  
Allentown, PA 18101

March 23, 2017

Dear Mr. Bonenberger:

In response to your letter of August 26, 2016, we have spent the last several months researching the breadth of possible responses, gathering data, and, most importantly, acquiring consensus among the most affected stakeholders on an appropriate course of action. MAW Communications and the primary customers who will be negatively impacted by PPL's make-ready demands - the City of Lancaster and Penn Medicine/Lancaster General Hospital (collectively the "Customers") - have discussed the situation at length, and have agreed to make one final attempt to reach out to PPL to resolve this issue before pursuing legal remedies.

As you recall, the project in question involves over forty-seven miles of aerial plant requiring attachment to over 1,500 utility poles in PPL territory. Both the City of Lancaster and Penn Medicine have made significant commitments based on the planned construction of the project. However, estimated Make Ready costs extrapolated from PPL-provided estimates exceed \$2.75 million, which MAW and the Customers believe to be exorbitant and unreasonable. Our issues in dispute have been detailed in previous communications.

MAW and its Customers believe that the proposals that have been submitted to PPL by MAW are more than reasonable and fully consistent with industry standards for pole attachments. After discussion with the Federal Communications Commission ("FCC"), we believe the FCC will favor MAW's proposed due diligence engineering process over PPL's recently developed procedure.

MAW is hereby making a final request for PPL to reconsider its current position with respect to MAW's pole attachment applications, and re-enter into discussions with MAW to develop a reasonably equitable solution that will be acceptable to MAW and its Customers. We propose an in-person meeting with appropriate representatives of PPL, MAW, the City of Lancaster, and Penn Medicine to find common ground and reach consensus on a make-ready process. If PPL is unwilling to engage in such discussions with MAW and its Customers, we intend to take this dispute to the FCC for resolution.

Please contact me to confirm whether you are agreeable to meet with MAW and its Customers to work out a resolution of this impasse without the FCC's involvement. As time is of the essence, we would appreciate your prompt and timely attention to this matter and respectfully request a response within the next ten business days.

Sincerely,  
DocuSigned by:

Frank Wiczowski

90A88308D06F7A051  
Frank Wiczowski

President, MAW Communications

DocuSigned by:

Richard Gray

15DD87421A98182  
Richard Gray

Mayor  
City of Lancaster

DocuSigned by:

Gary R Davidson

16DB5791D8C1487  
Gary Davidson

Senior Vice President  
Chief Information Technology Officer  
Lancaster General Health - Penn Medicine

# EXHIBIT 12

August 24, 2017

David Bonenberger  
Vice President, Distribution Operations  
PPL Electric Utilities  
2 North 9<sup>th</sup> Street  
Allentown, PA 18101

Mr. Bonenberger:

The Cohen Law Group represents the City of Lancaster (the “City”) in its joint project with MAW Communications (“MAW”) for the construction of fiber infrastructure throughout the City to streamline operations and create cost reductions for automated meter reading, traffic signal migration and the City’s security camera network.

The project in question involves over 47 miles of aerial plant requiring attachments to over 2,000 utility poles in PPL’s service area. In addition to the City and MAW, the other key stakeholder in the project is Lancaster General Health-Penn Medicine (“Lancaster General”).

The City and MAW have attempted to work with PPL representatives to resolve various pole attachment make-ready issues; however, the significant delays that have occurred since MAW began these efforts with PPL necessitates that the parties reach a mutually satisfactory resolution by September 8, 2017. If a resolution does not occur by that date, then we request that PPL consent to mediation through the Federal Communications Commission (“FCC”).

In short, the crux of the problem is that MAW has engineered three separate designs for the project - all of which result in exponentially lower make-ready needs, but PPL has rejected all of them. While PPL has defended these rejections in the name of safety, nondiscrimination, and orderly administration of all attachers, such assertions simply do not comport with the facts.

While the intention of this letter is not to enumerate all of the outstanding issues, I have included a number of the more salient issues below as it would appear from a plain review of the facts that PPL would benefit from attempting to reach a swift resolution to this matter.

These issues include, but are not limited to, the following:

- There is a fundamental difference between PPL’s characterization of its pole attachment make-ready policies relative to MAW’s experience over the last year and half in dealing with PPL pole attachment personnel - namely as regards top of the communications space placement.
- There is a material difference between PPL’s current characterization of the number of poles - and thus the associated cost - requiring make-ready and the information previously provided to MAW by PPL.

- PPL's policies - whether or not intentional - impose costly, time-consuming and unnecessary make-ready remedial obligations on MAW for existing non-compliant attachers having nothing to do with MAW.
- PPL has suggested that MAW is attempting to divert responsibility for various project deadlines on PPL when in fact it is solely the excessive passage of time during which MAW has attempted to work with PPL to resolve these make-ready issues that has brought the project deadline issue into the discussion.
- PPL has suggested that MAW is attempting to have PPL address issues regarding the entirety of the project when MAW has only submitted a portion of the pole attachment applications. This is false as MAW repeatedly has attempted to explain the magnitude of the problem based on its initial applications as there is no need for PPL to see every application to recognize the issues and the implications of such issues.
- PPL has suggested that MAW is requesting exceptions to PPL's policies without regard to other attachers to PPL's poles. Again this is incorrect as the requested exceptions reflect common pole attachment practices and MAW's dealings with all parties - with the exception of PPL - on whose poles MAW has attached or will attach.

In conclusion, the intention of this letter is not to engage in an exercise of factual point-counterpoint. Rather, the intention is to advise you that the City, MAW, and Lancaster General wish to work with PPL immediately to resolve these issues by September 8th. Should there be no resolution by that date, then we will request FCC mediation.

As such, and noting the September 8<sup>th</sup> deadline, we are respectfully requesting: (i) the scheduling of a meeting involving all necessary PPL representatives during which these issues can be discussed in order to determine whether or not there is a path to a mutually satisfactory resolution; and (ii) consent by PPL to our request for FCC mediation absent reaching a mutually satisfactory resolution by September 8th.

Should you care to discuss this matter, please feel free to contact me at (412) 447-0130 ext 12 or [pfraga@cohenlawgroup.org](mailto:pfraga@cohenlawgroup.org).

Sincerely,



Phillip M. Fraga

cc: Barry Handwerger, Esq.  
Michael Shafer, Esq.  
Thomas Magee, Esq.  
Jeff Franklin, Esq.



# EXHIBIT 13

Zimbra

frank@mawcom.com

---

**RE: MAW Communications & Lancaster Safety Coalition**

---

**From :** Klokis, William P <wpklokis@pplweb.com>  
**Subject :** RE: MAW Communications & Lancaster Safety Coalition  
**To :** Frank Wiczowski <Frank@MAWcom.com>

Thu, Mar 05, 2015 12:56 PM

Frank,  
Just to clarify, you need to know all of the pole attachments that City of Lancaster Safety Coalition has along with the coordinates.

Bill Klokis  
[PPL Electric Utilities](#)  
PH: 610-774-5005

---

**From:** Frank Wiczowski [mailto:Frank@MAWcom.com]  
**Sent:** Wednesday, March 04, 2015 4:11 PM  
**To:** Klokis, William P  
**Subject:** MAW Communications & Lancaster Safety Coalition  
**Importance:** High

Hi Bill,

Thanks for taking the time to talk with me yesterday. It's amazing what you can find out when you ask the right questions ...

The Coalition's bill is attached. The billing detail lists all of the poles and their respective locations. We'll have to talk with the coalition because we do not want to be responsible for any power attachments and their related expenses. I'll be in touch once we've identified the attachments to transfer and we have executed the appropriate paper work with the coalition.

I'll be in touch in the next several weeks.

Thanks again for help ... It is most appreciated.

Please reply to confirm receipt.

Regards,  
FTW->610.781.6279

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

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# SUMMARY REPORTS

1/27/2015 4:11:54 PM

## SUMMARY DETAIL REPORT

Sub Acct #	Service From	Service To	Rate	Meter Reading	CD Read	Kilowatt Hours	Billing Demand	Balance Start (Current Subs)	Balance Start (New Addition)	Payments	Transfers	Adjustments + Other Credits	LPC + Other Chrgs	Current Charges	Supplier (EGS) Current Charges	Sales Tax	Balance End
24545-01003	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
26375-61008	2014-12-03	2015-01-05	GS1	2261	A	~33	0	19.54		-19.54				16.47	3.04		19.51
31579-58009	2014-12-03	2015-01-05	GS1	999	A	13	0	17.67		-17.67				16.44	1.20		17.64
34614-49000	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
34871-37005	2014-12-03	2015-01-05	GS1	2452	A	33	0	19.54		-19.54				16.47	3.04		19.51
42719-90002	2014-12-03	2015-01-05	GS1	1678	A	32	0	19.46		-19.46				16.47	2.96		19.43
43429-55000	2014-12-03	2015-01-07	GS1	2784	A	32	0	19.46		-19.46				16.48	2.96		19.44
46549-50006	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
50573-62003	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
54078-85001	2014-12-03	2015-01-05	GS1	2752	A	32	0	19.46		-19.46				16.47	2.96		19.43
54675-54002	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
55934-71003	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
56829-66001	2014-12-03	2015-01-05	GS1	2784	A	32	0	19.46		-19.46				16.48	2.96		19.44
62464-46006	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
63528-24005	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
63793-01001	2014-12-03	2015-01-05	GS1	999	A	13	0	17.67		-17.67				16.44	1.20		17.64
63963-93007	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
64855-46008	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
65952-92001	2014-12-03	2015-01-05	GS1	999	A	13	0	17.67		-17.67				16.44	1.20		17.64
67677-46001	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
69824-38000	2014-12-03	2015-01-05	GS1	2338	A	33	0	19.54		-19.54				16.47	3.04		19.51
72673-13009	2014-12-03	2015-01-05	GS1	2483	A	33	0	19.54		-19.54				16.47	3.04		19.51
73028-29006	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
73578-40000	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
73694-02001	2014-12-03	2015-01-05	GS1	2338	A	33	0	19.54		-19.54				16.47	3.04		19.51
74103-04001	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
74217-64004	2014-12-03	2015-01-05	GS1	1678	A	32	0	19.46		-19.46				16.47	2.96		19.43
74882-94003	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
75612-77000	2014-12-03	2015-01-05	GS1	2483	A	33	0	19.54		-19.54				16.47	3.04		19.51
76572-86002	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
77028-39000	2014-12-03	2015-01-05	GS1	2338	A	33	0	19.54		-19.54				16.47	3.04		19.51

PPL Electric Utilities

Master Customer Name: CITY OF LANCASTER LCSC

Summary Account: 68053-67002 Master Account Address: ATTN:JOSEPH MORALES EXEC DIR, PO BOX 1591, LANCASTER, PA 17608

1/27/2015 4:11:54 PM

## SUMMARY REPORTS

Sub Acct #	Service From	Service To	Rate	Meter Reading	CD	Kilowatt Hours	Billing Demand	Balance Start (Current Subs)	Balance Start (New Addition)	Payments	Transfers	Adjustments + Other Credits	LPC + Other Chrgs	Current Charges	Supplier (EGS) Current Charges	Sales Tax	Balance End
78007-51005	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
78293-76004	2014-12-03	2015-01-05	GS1	1118	A	13	0	17.67		-17.67				16.44	1.20		17.64
81883-28003	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
82055-53008	2014-12-03	2015-01-05	GS1	2790	A	62	0	22.26		-22.26				16.51	5.72		22.23
82251-35006	2014-12-03	2015-01-05	GS1	5246	A	61	0	22.17		-22.17				16.51	5.63		22.14
83257-86005	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
85177-26002	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
85571-94008	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
87051-73000	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
87236-76004	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
88578-64001	2014-12-03	2015-01-05	GS1	2752	A	32	0	19.46		-19.46				16.47	2.96		19.43
88956-42009	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
89096-48002	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
89376-84009	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
90336-21009	2014-12-03	2015-01-05	GS1	5246	A	61	0	22.17		-22.17				16.51	5.63		22.14
90461-38000	2014-12-03	2015-01-05	GS1	1518	A	33	0	19.54		-19.54				16.47	3.04		19.51
91097-25009	2014-12-03	2015-01-05	GS1	2483	A	33	0	19.54		-19.54				16.47	3.04		19.51
92451-53001	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
93497-39009	2014-12-03	2015-01-05	GS1	3870	A	45	0	20.67		-20.67				16.49	4.15		20.64
93918-95009	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
94052-49004	2014-12-03	2015-01-05	GS1	1485	A	33	0	19.54		-19.54				16.47	3.04		19.51
94293-85007	2014-12-03	2015-01-05	GS1	2681	A	33	0	19.54		-19.54				16.47	3.04		19.51
94452-33000	2014-12-03	2015-01-05	GS1	5246	A	61	0	22.17		-22.17				16.51	5.63		22.14
94976-31007	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
95193-42001	2014-12-03	2015-01-05	GS1	5084	A	62	0	22.26		-22.26				16.51	5.72		22.23
95789-92005	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
96059-77007	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
96176-73005	2014-12-03	2015-01-05	GS1	5246	A	61	0	22.17		-22.17				16.51	5.63		22.14
96252-89008	2014-12-03	2015-01-05	GS1	2681	A	33	0	19.54		-19.54				16.47	3.04		19.51
96279-51007	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
96424-57000	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
96931-52009	2014-12-03	2015-01-05	GS1	2752	A	32	0	19.46		-19.46				16.47	2.96		19.43
96931-57004	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
97011-53003	2014-12-03	2015-01-05	GS1	2338	A	33	0	19.54		-19.54				16.47	3.04		19.51

PPL Electric Utilities

Master Customer Name: CITY OF LANCASTER LCSC

Summary Account: 68053-67002 Master Account Address: ATTN:JOSEPH MORALES EXEC DIR, PO BOX 1591, LANCASTER, PA 17603

# SUMMARY REPORTS

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Sub Acct #	Service From	Service To	Rate	Meter Reading	CD Read	Kilowatt Hours	Billing Demand	Balance Start (Current Subs)	Balance Start (New Addition)	Payments	Transfers	Adjustments + Other Credits	LPC + Other Chrgs	Current Charges	Supplier (EGS) Current Charges	Sales Tax	Balance End
97197-18009	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
97579-33004	2014-12-03	2015-01-05	GS1	3105	A	69	0	22.92		-22.92				16.53	6.37		22.90
97591-78007	2014-12-03	2015-01-05	GS1	2483	A	33	0	19.54		-19.54				16.47	3.04		19.51
98142-91005	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
98322-70004	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
98372-64006	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
98451-61005	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
98525-92004	2014-12-03	2015-01-05	GS1	2338	A	33	0	19.54		-19.54				16.47	3.04		19.51
98542-37006	2014-12-03	2015-01-05	GS1	2261	A	33	0	19.54		-19.54				16.47	3.04		19.51
98676-45000	2014-12-03	2015-01-05	GS1	2681	A	33	0	19.54		-19.54				16.47	3.04		19.51
98761-34001	2014-12-03	2015-01-05	GS1	2253	A	33	0	19.54		-19.54				16.47	3.04		19.51
98776-35007	2014-12-23	2015-01-23	GS1	2773	A	32	0	19.46		-19.46				16.55	2.96		19.51
99011-84002	2014-12-03	2015-01-05	GS1	2752	A	32	0	19.46		-19.46				16.47	2.96		19.43
99091-60004	2014-12-03	2015-01-05	GS1	5246	A	61	0	22.17		-22.17				16.51	5.63		22.14
99391-63004	2014-12-03	2015-01-05	GS1	2269	A	33	0	19.54		-19.54				16.47	3.04		19.51
99451-70006	2014-12-03	2015-01-05	GS1	2255	A	33	0	19.54		-19.54				16.47	3.04		19.51
99732-04006	2014-12-03	2015-01-05	GS1	2449	A	33	0	19.54		-19.54				16.47	3.04		19.51
99931-63008	2014-12-03	2015-01-05	GS1	2706	A	33	0	19.54		-19.54				16.47	3.04		19.51
<b>Totals:</b>						2896		1,636.72		-1,636.72				1,367.35	266.99		1,634.34

PPL Electric Utilities Master Customer Name: CITY OF LANCASTER LCSC

Summary Account: 68053-67002 Master Account Address: ATTN: JOSEPH MORALES EXEC DIR, PO BOX 1591, LANCASTER, PA 17608

# SUMMARY REPORTS

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## LIST OF SUBORDINATES AND ADDRESSES

Sub Account	Sub Name	Account Service Address	Alternate Supplier Name
24545-01003	LANCASTER SAFETY COALITION	ORANGE ST, HENSEL ALLEY, LANCASTER, PA 17603	CON EDISON Solutions
26375-61009	LANCASTER SAFETY COALITION	WALNUT ST, QUEEN, LANCASTER, PA 17603	CON EDISON Solutions
31579-58009	LANCASTER COMMUNITY SAFETY	S MARSHALL NEW DAUPHIN ST, LANCASTER, PA 17602	CON EDISON Solutions
34614-49000	LANCASTER SAFETY COALITION	PLUM ST, DOME CAMERA, LANCASTER, PA 17603	CON EDISON Solutions
34671-37005	LANCASTER SAFETY COALITION	ORANGE ST, DOME CAMERA, LANCASTER, PA 17603	CON EDISON Solutions
42719-90002	LANCASTER COMMUNITY SAFETY	NEW DORWART ST, ST JOSEPH, LANCASTER, PA 17603	CON EDISON Solutions
43429-55000	LANCASTER COMMUNITY SAFETY	BEAVER ANDREW ST., LANCASTER, PA 17603	CON EDISON Solutions
46549-90006	LANCASTER SAFETY COALITION	FILBERT ST, VINE, LANCASTER, PA 17603	CON EDISON Solutions
50573-62003	LANCASTER SAFETY COALITION	WALNUT ST, SHIPPEN, LANCASTER, PA 17603	CON EDISON Solutions
54078-86001	LANCASTER COMMUNITY SAFETY	S QUEEN CHURCH ST., LANCASTER, PA 17603	CON EDISON Solutions
54675-54002	LANCASTER SAFETY COALITION	SHIPPEN ST, CHESTER, LANCASTER, PA 17602	CON EDISON Solutions
55934-71003	LANCASTER SAFETY COALITION	JUNIATA ST, ANN, LANCASTER, PA 17602	CON EDISON Solutions
56628-66001	LANCASTER COMMUNITY SAFETY	CONESTOGA BEAVER ST., LANCASTER, PA 17603	CON EDISON Solutions
62464-48006	LANCASTER SAFETY COALITION	NEW DAUPHIN ST, ANN, LANCASTER, PA 17602	CON EDISON Solutions
63528-24005	LANCASTER COMMUNITY SAFETY	PRINCE ST, WALNUT, LANCASTER, PA 17603	CON EDISON Solutions
63793-01001	LANCASTER COMMUNITY SAFETY	S MARSHALL ST., LANCASTER, PA 17602	CON EDISON Solutions
63963-83007	LANCASTER SAFETY COALITION	PRINCE ST, SEYMOUR, LANCASTER, PA 17602	CON EDISON Solutions
64855-46009	LANCASTER SAFETY COALITION	JUNIATA ST, DUKE, LANCASTER, PA 17602	CON EDISON Solutions
65952-92001	LANCASTER COMMUNITY SAFETY	S ANN ST. & EAST END AVE, LANCASTER, PA 17602	CON EDISON Solutions
67677-48001	LANCASTER SAFETY COALITION	CONCORD ST, CHESTNUT, LANCASTER, PA 17603	CON EDISON Solutions
69824-38000	CITY OF LANCASTER LCSC	CHURCH PERSHING AVE, LANCASTER, PA 17602	CON EDISON Solutions
72673-13009	LANCASTER SAFETY COALITION	MANOR & LAUREL ST, LANCASTER, PA 17603	CON EDISON Solutions
73028-29005	LANCASTER SAFETY COALITION	PERSHING AVE, DAUPHIN, LANCASTER, PA 17602	CON EDISON Solutions
73578-40000	LANCASTER SAFETY COALITION	CHESTER ST, LIME, LANCASTER, PA 17602	CON EDISON Solutions
73594-02001	CITY OF LANCASTER LCSC	ARCH WATER ST, LANCASTER, PA 17602	CON EDISON Solutions
74103-04001	LANCASTER SAFETY COALITION	LAFAYETTE ST, FILBERT, LANCASTER, PA 17603	CON EDISON Solutions
74217-64004	LANCASTER COMMUNITY SAFETY	HIGH ST, LAUREL, LANCASTER, PA 17603	CON EDISON Solutions
74982-94003	LANCASTER SAFETY COALITION	FREMONT ST, NEW DORWART, LANCASTER, PA 17603	CON EDISON Solutions
75812-77000	LANCASTER SAFETY COALITION	MANOR ST, W FILBERT, LANCASTER, PA 17603	CON EDISON Solutions
76572-86002	LANCASTER SAFETY COALITION	POPLAR ST, FILBERT, LANCASTER, PA 17603	CON EDISON Solutions
77028-39000	CITY OF LANCASTER LCSC	STRAWBERRY QUEEN ST, LANCASTER, PA 17603	CON EDISON Solutions
78007-51005	LANCASTER SAFETY COALITION	ANDREW ST, STRAWBERRY, LANCASTER, PA 17603	CON EDISON Solutions
78293-76004	CITY OF LANCASTER LCSC	NORTH ST, ROCKLAND, LANCASTER, PA 17602	CON EDISON Solutions

PPL Electric Utilities Master Customer Name: CITY OF LANCASTER LCSC

Summary Account: 68053-67002 Master Account Address: ATTN: JOSEPH MORALES EXEC DIR, PO BOX 1591, LANCASTER, PA 17608

# SUMMARY REPORTS

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Sub Account	Sub Name	Account Service Address	Alternate Supplier Name
81993-29003	LANCASTER SAFETY COALITION	JUNIATA ST, ROCKLAND, LANCASTER, PA 17602	CON EDISON Solutions
82055-53008	CITY OF LANCASTER LCSC	N CHERRY ST, JAMES AND LEMON, LANCASTER, PA 17603	CON EDISON Solutions
82251-35006	CITY OF LANCASTER LCSC	S DUKE ST, AND NORTH, LANCASTER, PA 17602	CON EDISON Solutions
83257-56005	LANCASTER SAFETY COALITION	CHESAPEAKE ST, ANN, LANCASTER, PA 17602	CON EDISON Solutions
85177-28002	LANCASTER SAFETY COALITION	MIFFLIN ST, DOME CAMERA, LANCASTER, PA 17602	CON EDISON Solutions
85571-94008	LANCASTER SAFETY COALITION	WATER ST, DOME CAMERA, LANCASTER, PA 17603	CON EDISON Solutions
87051-73000	LANCASTER SAFETY COALITION	NEW HOLLAND AVE, MARSHALL, LANCASTER, PA 17603	CON EDISON Solutions
87236-76004	LANCASTER SAFETY COALITION	WATER ST, KING, LANCASTER, PA 17603	CON EDISON Solutions
88578-64001	CITY OF LANCASTER LCSC	N CHRISTIAN ST, LANCASTER, PA 17603	CON EDISON Solutions
88556-42003	LANCASTER SAFETY COALITION	WALNUT ST, LIME, LANCASTER, PA 17603	CON EDISON Solutions
89096-48002	LANCASTER SAFETY COALITION	WATER ST, MARION, LANCASTER, PA 17603	CON EDISON Solutions
89376-84009	LANCASTER SAFETY COALITION	HOWARD AVE, LIME, LANCASTER, PA 17602	CON EDISON Solutions
90338-21009	CITY OF LANCASTER LCSC	SUSQUEHANNA ST, ROCKLAND, LANCASTER, PA 17602	CON EDISON Solutions
90451-38000	CITY OF LANCASTER LCSC	ORANGE ST, & MARY, LANCASTER, PA 17603	CON EDISON Solutions
91097-25009	LANCASTER SAFETY COALITION	MANOR ST, & NEW DORWART, LANCASTER, PA 17603	CON EDISON Solutions
92451-53001	LANCASTER SAFETY COALITION	GRANT ST, ARCH, LANCASTER, PA 17603	CON EDISON Solutions
93497-39009	CITY OF LANCASTER LCSC	JAMES ST, LINEAR PARK, LANCASTER, PA 17603	CON EDISON Solutions
93918-85009	CITY OF LANCASTER LCSC	CHESTNUT ST, & MARIETTA, LANCASTER, PA 17603	CON EDISON Solutions
94052-49004	CITY OF LANCASTER LCSC	JAMES ST, LEMON, LANCASTER, PA 17603	CON EDISON Solutions
94293-85007	LANCASTER SAFETY COALITION	S SHIPPEN ST, CHURCH, LANCASTER, PA 17602	CON EDISON Solutions
94452-39000	CITY OF LANCASTER LCSC	E GRANT ST, CHERRY AND LIME, LANCASTER, PA 17603	CON EDISON Solutions
94976-31007	LANCASTER SAFETY COALITION	PERSHING AVE, LOCUST, LANCASTER, PA 17602	CON EDISON Solutions
95193-42001	LANCASTER COMMUNITY SAFETY	WATER ST, LEMON, LANCASTER, PA 17603	CON EDISON Solutions
95789-92005	CITY OF LANCASTER LCSC	ORANGE ST, & MARIETTA, LANCASTER, PA 17603	CON EDISON Solutions
96059-77007	CITY OF LANCASTER LCSC	LEMON ST, MULBERRY, LANCASTER, PA 17603	CON EDISON Solutions
96176-73005	CITY OF LANCASTER LCSC	ROCKLAND ST, DAUPHIN, LANCASTER, PA 17602	CON EDISON Solutions
96252-89008	LANCASTER SAFETY COALITION	E KING ST, MARSHALL, LANCASTER, PA 17602	CON EDISON Solutions
96279-51007	LANCASTER SAFETY COALITION	CHRISTIAN ST, CHESTER, LANCASTER, PA 17602	CON EDISON Solutions
96424-57000	CITY OF LANCASTER LCSC	WALNUT ST, & PINE, LANCASTER, PA 17603	CON EDISON Solutions
96831-52009	CITY OF LANCASTER LCSC	MARKET ST, NEW & FREDERICK, LANCASTER, PA 17603	CON EDISON Solutions
96931-57004	LANCASTER SAFETY COALITION	ORANGE ST, ANN, LANCASTER, PA 17603	CON EDISON Solutions
97011-53003	CITY OF LANCASTER LCSC	ORANGE ST, AND MARSHALL, LANCASTER, PA 17603	CON EDISON Solutions
97197-18009	CITY OF LANCASTER LCSC	LANCASTER AVE, & CHESTNUT, LANCASTER, PA 17603	CON EDISON Solutions
97579-35004	CITY OF LANCASTER LCSC	ATLANTIC AVE, NORTH, LANCASTER, PA 17602	CON EDISON Solutions
97591-78007	LANCASTER COMMUNITY SAFETY	CRYSTAL ST, & 3RD, LANCASTER, PA 17603	CON EDISON Solutions
98142-91005	CITY OF LANCASTER LCSC	COLLEGE AVE, COLUMBIA, LANCASTER, PA 17603	CON EDISON Solutions

PPL Electric Utilities Master Customer Name: CITY OF LANCASTER LCSC

Summary Account: 68053-67002 Master Account Address: ATTN:JOSEPH MORALES EXEC DIR, PO BOX 1591, LANCASTER, PA 17608

# SUMMARY REPORTS

1/27/2015 4:11:55 PM

Sub Account	Sub Name	Account Service Address	Alternate Supplier Name
98322-70004	CITY OF LANCASTER LCSC	FIRST ST. & CRYSTAL, LANCASTER, PA 17603	CON EDISON Solutions
98372-54005	CITY OF LANCASTER LCSC	JAMES ST, MULBERRY, LANCASTER, PA 17603	CON EDISON Solutions
98451-51005	LANCASTER SAFETY COALITION	CHRISTIAN ST, GREEN, LANCASTER, PA 17602	CON EDISON Solutions
98625-52004	CITY OF LANCASTER LCSC	FARNUM QUEEN ST, LANCASTER, PA 17603	CON EDISON Solutions
98642-37005	LANCASTER SAFETY COALITION	PLUM ST, NEW, LANCASTER, PA 17603	CON EDISON Solutions
98676-45000	LANCASTER SAFETY COALITION	E KING ST, SHIPPEN, LANCASTER, PA 17602	CON EDISON Solutions
98761-34001	LANCASTER SAFETY COALITION	PERSHING AVE, GREEN, LANCASTER, PA 17602	CON EDISON Solutions
98776-35007	CITY OF LANCASTER LCSC	N PRINCE ST, & ROSS, LANCASTER, PA 17602	CON EDISON Solutions
99011-94002	CITY OF LANCASTER LCSC	N QUEEN, FREDERICK ST, LANCASTER, PA 17603	CON EDISON Solutions
99091-60004	CITY OF LANCASTER LCSC	S LIME ST, DAUPHIN, LANCASTER, PA 17602	CON EDISON Solutions
99391-53004	CITY OF LANCASTER LCSC	HIGH ST, & NEW DORWART, LANCASTER, PA 17603	CON EDISON Solutions
99451-70005	LANCASTER SAFETY COALITION	HAZEL ST, QUEEN, LANCASTER, PA 17603	CON EDISON Solutions
99732-04008	LANCASTER SAFETY COALITION	W STRAWBERRY ST, W VINE, LANCASTER, PA 17603	CON EDISON Solutions
99831-53008	LANCASTER SAFETY COALITION	WATER ST, VINE, LANCASTER, PA 17603	CON EDISON Solutions
Total Number of Subordinates =		83	

PPL Electric Utilities

Master Customer Name: CITY OF LANCASTER LCSC

Summary Account: 68053-67002 Master Account Address: ATTN:JOSEPH MORALES EXEC DIR, PO BOX 1591, LANCASTER, PA 17608



MAW Communications and Lancaster Community Safety Coalition

**From :** Frank Wiczkowski <Frank@MAWcom.com>  
**Subject :** MAW Communications and Lancaster Community Safety Coalition  
**To :** wpklokis@pplweb.com  
**Bcc :** jeff@mawcom.com, joe@mawcom.com

Tue, Apr 07, 2015 04:52 PM  
📎2 attachments

Hi Bill,

Since our last conversation, several weeks ago, we have collected the Pole Attachment data from the Lancaster Community Safety Coalition (LCSC). We have established the LCSC has approximately 743 attachments. There are 3 types of attachments ... Fiber, Equipment, and Power. The attached list depicts strand and guy attachments as well but we count these all as fiber attachments. Of the 743, there are 475 fiber attachments. These are the attachments we will transfer from the LCSC to MAW and are detailed on the attached list. The list is sorted by pole tag to facilitate your team's review of the list.

Also, please find attached, a letter from the LCSC authorizing you to transfer these attachments to MAW.

When we last talked, we planned on over-lashing the existing LCSC fiber attachments. Since then, we have spent quite some time in the field reviewing the current state of the plant. Through our review, we have determined the plant is not up to carrier standards. Consequently, we have determined the best approach is to replace their existing plant. Our plan is to install new strand utilizing the existing attachments. We will temporarily J and raise the LCSC fiber until we can safely remove the plant as soon as possible. We will begin this process later this month.


I have talked with Andrew from Stine. He indicated, for our new build, the best approach is to utilize the existing PPL web site and application process. Even though Stine and PPL perform the engineering, our process dictates that we must profile and document with pictures, each pole we attach to. Therefore, we will work with Stine to ensure you and your team have an accurate record of our engineering and subsequent attachments, both existing and new.


Andrew indicated the new attachment approval process is typically around two weeks .. Therefore, we will submit our new attachments in logical segments that facilitate construction and approval of our engineering.

Please don't hesitate to give me a call if you have any questions. We are looking forward to working with you and your team on this ambitious project that will ultimately result in a safer more robust plant to enable both MAW and PPL to fulfill our mission as PA Public Utilities.

Please reply to confirm receipt.

Respectfully,  
FTW->610.781.6279

 **LCSC\_Attachments\_to transfer\_to\_MAW.pdf**  
67 KB

 **LCSC\_transfer letter for pole attachments to MAW.pdf**  
249 KB



## Lancaster Safety Coalition

262 Conestoga Street; PO Box 1591, Lancaster, PA 17603 (717) 397-3137  
[www.LancasterCSC.org](http://www.LancasterCSC.org)

***LSC Mission Statement: We enhance Lancaster's community safety.***

PPL Electric Utilities  
2 North 9<sup>th</sup> St.  
Allentown, PA

March 17, 2015

RE: Pole Attachment Agreement # 91065397-3

Sent via E-mail

Attention: William Klokis, Pole Attachments Manager

Dear Mr. Klokis,

We currently have seven hundred and forty three (743) attachments to PPL poles. The majority of the attachments are for fiber optic cable. The remaining attachments are power, enclosures or cameras. The enclosed list details the fiber optic cable attachments.

MAW Communications is now responsible for the fiber optic cable attachments detailed on the enclosed list. Please transfer these attachments to MAW Communications utilizing their existing pole attachment agreement with PPL. The remaining attachments will remain on our existing attachment agreement.

Please execute the transfer as soon as possible. If you require any additional information, please contact Frank Wiczowski of MAW Communications. He can be reached at 610.781.6279 or via e-mail at [Frank@MAWcom.com](mailto:Frank@MAWcom.com).

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Wes Farmer, PhD, Executive Director

Lancaster Safety Coalition

Encl: Attachment List

Cc: City of Lancaster – P Brogan, C Katzenmoyer  
MAW Communications – Frank Wiczowski

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40013 S25722	Manor		6/8/2009		x	x	x	
40022 S25729	Manor		6/8/2009			x	x	
40031 S25736	Manor		6/8/2009			x	x	
40036 S25741	Manor		6/8/2009			x	x	
40046 S25748	Manor		6/8/2009			x	x	
40068 S25766	Manor		6/8/2009			x	x	
40076 S25773	Manor		6/8/2009			x	x	
40079 S25776	Manor		6/8/2009			x	x	
40084 S25992	W Orange		2/25/2009 x		x	x		
40085 S25781	Manor		6/8/2009			x	x	
40093 S25788	Manor		6/8/2009			x	x	
40096 S25791	Manor		6/8/2009			x	x	
40098 S25793	Manor		6/8/2009			x	x	
40099 S25994	W Orange		2/25/2009			x	x	
40106 S25799	Manor		6/8/2009			x	x	
40106 S25996	W Orange		2/25/2009			x	x	
40109 S25802	Laurel	Manor	6/8/2009			x	x	
40110 S25841	3rd	Crystal	7/7/2008 x			x		
40118 S25795	Laurel		6/8/2009			x	x	
40118 S25930	First	Crystal	2/24/2009 x		x	x		
40119 S25998	W Orange		2/25/2009			x	x	
40120 S25833	3rd		7/7/2008			x		
40127 S25788	Laurel		6/8/2009			x	x	
40130 S25999	W Orange		2/25/2009			x	x	
40134 S25928	First		2/24/2009			x	x	
40136 S25781	Laurel		6/8/2009			x	x	
40143 S25927	Old Dorwart	First	2/24/2009			x	x	
40144 S26002	W Orange		2/25/2009			x	x	
40145 S25921	Old Dorwart		2/24/2009			x	x	
40146 S25776	Laurel	High	6/8/2009 x		x	x		

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40148 S25840	Manor		7/7/2008			X		
40148 S25896	Old Dorwart		2/24/2009			X		X
40148 S25911	Old Dorwart		2/24/2009			X		X
40150 S26003	W Orange		2/25/2009			X		X
40154 S25847	Manor		7/7/2008			X		
40156 S25882	Old Dorwart		2/24/2009			X		X
40158 S25875	Old Dorwart		2/24/2009			X		X
40159 S25853	Manor		7/7/2008			X		
40163 S26005	W Orange		2/25/2009			X		X
40168 S26005	W Orange		2/25/2009			X		X
40172 S26006	W Orange	Mary	2/25/2009 x		X	X		
40173 S25855	New Dorwart		2/24/2009			X		X
40181 S25848	New Dorwart		2/24/2009			X		X
40182 S26008	W Orange		2/25/2009			X		X
40188 S26068	Chestnut		2/4/2009			X		X
40189 S26009	W Orange		2/25/2009			X		X
40192 S25842	New Dorwart		2/24/2009			X		X
40193 S26008	W Orange		2/25/2009			X		X
40194 S26076	Chestnut	Lancaster	2/4/2009 x		X	X		
40199 S25836	New Dorwart	High	2/24/2009 x		X	X		
40203 S26011	W Orange		2/25/2009			X		X
40205 S26071	Chestnut		2/4/2009			X		X
40207 S25827	New Dorwart		2/24/2009			X		X
40208 S25897	Filbert		2/24/2009			X		X
40209 S26012	W Orange		2/25/2009			X		X
40214 S26013	W Orange		2/25/2009			X		X
40216 S25819	New Dorwart	Vine	2/24/2009			X		X
40218 S26073	Chestnut		2/4/2009			X		X
40220 S25888	Lafayette	Filbert	2/24/2009 x		X	X		
40225 S25811	New Dorwart		2/24/2009			X		X

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40225 S26015	W Orange		2/25/2009			X		X
40227 S25882	Filbert		2/24/2009			X		X
40235 S25802	New Dorwart	St. Joseph	2/24/2009 x		X	X		
40237 S26017	Charlotte	Orange	2/25/2009			X		X
40238 S26011	Charlotte		2/25/2009			X		X
40239 S26003	Charlotte		2/25/2009			X		X
40241 S25798	New Dorwart		2/24/2009			X		X
40241 S25988	Charlotte		2/25/2009			X		X
40242 S25980	Charlotte		2/25/2009			X		X
40244 S25963	King	Charlotte	7/12/2006			X		
40244 S25968	Charlotte		2/25/2009			X		X
40245 S25868	Filbert		2/24/2009			X		X
40252 S25789	New Dorwart		2/24/2009			X		X
40254 S25860	Filbert	Vine	2/24/2009 x		X	X		
40259 S25783	New Dorwart		2/24/2009			X		X
40270 S25774	New Dorwart	Fremount	2/24/2009 x		X	X		
40287 S25833	Filbert	Popular	2/19/2009 x		X	X		
40293 S25828	Filbert		2/19/2009			X		X
40298 S25956	Mulberry		7/12/2006			X		
40300 S2594-	Mulberry		7/12/2006			X		
40300 S25947	Mulberry		7/12/2006			X		
40301 S25822	Filbert	Arch	2/19/2009			X		X
40301 S25874	St. Joseph		3/25/2008			X		
40303 S25929	Mulberry		7/12/2006			X		
40304 S25920	Strawberry	Mulberry	7/12/2006			X		
40307 S25816	Filbert	Fremount	2/19/2009			X		X
40308 S25912	St. Joseph		3/25/2008			X		
40308 S25912	Strawberry	Vine	7/12/2006			X		
40311 S26444	N Prince		4/3/2007			X		
40311 S26449	N Prince		4/3/2007			X		

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40311 S26455	N Prince	Ross	4/3/2007 x			x		
40312 S25886	St. Joseph		7/11/2008			x		
40313 S26436	N Prince		4/3/2007			x		
40314 S26425	N Prince		4/3/2007			x		
40316 S26415	N Prince	Clay	4/3/2007			x		
40318 S25774	Filbert		10/26/2004			x		x
40318 S26396	N Prince		4/3/2007			x		
40318 S26406	N Prince		4/3/2007			x		
40319 S25894	St. Joseph		7/11/2008			x		
40320 S26383	New	Prince	4/3/2007			x		
40321 S25806	Filbert		2/19/2009			x	x	
40321 S26377	New	Prince	4/3/2007			x		
40324 S-	Strawberry	St Joseph	7/12/2006			x		
40324 S25899	Strawberry	St Joseph	7/12/2006			x		
40326 S26271	James		9/28/2005			x		
40328 S25786	Filbert		10/26/2004			x		
40329 S25799	Filbert		2/19/2009			x	x	x
40329 S26002	Grant	Arch	2/19/2009 x		x	x		
40331 S26269	Prince	James	9/28/2005			x		
40331 S26379	New		4/3/2007			x		
40332 S25793	Conestoga		9/25/2007			x		
40332 S25892	Strawberry		7/12/2006			x		
40338 S25801	Conestoga		9/25/2007			x		
40339 S26092	Chestnut	Water	9/18/2007			x		
40340 S26003	Grant		2/19/2009			x	x	
40340 S26084	Water		9/18/2007			x		
40341 S26075	Water		9/18/2007			x		
40342 S25887	Strawberry	Poplar	7/12/2006			x		
40342 S26067	Water	Marion	9/18/2007			x		
40344 S26053	Water		9/18/2007			x		

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40344 S26381	New	Market	4/3/2007			X		
40345 S25801	Conestoga		9/25/2007			X		
40345 S26373	Market		4/3/2007			X		
40346 S26045	Water		9/18/2007			X		
40346 S26367	Market		4/3/2007 x			X		
40348 S26034	Water	Orange	9/18/2007			X		
40349 S26005	Grant		2/19/2009			X		X
40349 S26026	Water		9/18/2007			X		
40350 S26016	Water		9/18/2007			X		
40350 S26093	W Chestnut		9/18/2007			X		
40352 S-	Strawberry		7/12/2006			X		
40352 S25877	Strawberry		7/12/2006			X		
40352 S26005	Water	Grant	9/18/2007			X		
40353 S26000	Water		9/18/2007			X		
40354 S25991	Water		9/18/2007			X		
40355 S25803	Conestoga		9/25/2007			X		
40355 S25984	Water	King	9/18/2007			X		
40356 S25976	Chestnut	Prince	9/25/2007			X		
40356 S25976	Water	King	10/26/2004			X		
40357 S25966	Water		9/25/2007			X		
40357 S26094	Chestnut	Prince	9/18/2007			X		
40357 S26383	New		4/3/2007			X		
40358 S2587-	Strawberry	Fremont	7/12/2006			X		
40358 S25872	Strawberry	Fremont	7/12/2006			X		
40358 S25971	Water		9/25/2007			X		
40359 S25956	Water		9/25/2007			X		
40359 S26284	Market		4/3/2007			X		
40361 S25945	Water		9/25/2007			X		
40361 S26273	James	Market	4/3/2007			X		
40362 S25793	Conestoga		9/25/2007			X		X

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40362 S25940	Water	Marion	9/25/2007			x		
40363 S25799	Conestoga		9/25/2007			x		
40363 S25932	Water		9/25/2007			x		x
40363 S26429	Queen	Clay	4/3/2007		x	x		
40364 S25804	Water	Conestoga	9/25/2007			x		
40365 S25916	Water		9/25/2007			x		
40365 S26417	Queen		4/3/2007			x		
40366 S25813	Water		10/26/2004			x		
40366 S25910	Water		9/25/2007			x		
40366 S28513	Water		9/25/2007			x		
40367 S25821	Water		9/25/2007			x		
40367 S25865	Strawberry	Conlin	9/28/2005 x			x		
40368 S26227	Market		4/3/2007 x			x		
40368 S26403	Queen		4/3/2007			x		
40369 S25830	Water		9/25/2007			x		
40369 S25885	Water		9/25/2007			x		
40369 S25900	Water		9/25/2007			x		
40369 S26391	Queen	New	4/3/2007			x		
40370 S26274	James		4/3/2007			x		
40370 S26385	Queen	New	4/3/2007			x		
40371 S25880	Water		9/25/2007			x		
40371 S25884	Water		9/25/2007			x		
40372 S25806	Conestoga		10/26/2004			x		
40372 S25840	Water		9/25/2007			x		
40372 S26222	Market		4/3/2007			x		
40373 S25850	Water		9/25/2007			x		
40373 S25869	Water		9/25/2007			x		
40373 S26372	N Queen		4/3/2007			x		
40374 S25859	Water		9/25/2007			x		
40374 S26360	N Queen		4/3/2007			x		



Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40375 S26215			4/3/2007			x		
40376 S26352	Queen	Frederick	4/3/2007 x			x		
40377 S26163	W Walnut	Market	1/28/2005			x		
40378 S26156	W Walnut		1/28/2005			x		
40378 S26215			4/3/2007			x		
40378 S26275	James		4/3/2007			x		
40379 S25861	Water	Farnum	6/30/2006			x		
40379 S26334	Queen		4/3/2007			x		
40380 S26326	Queen		4/3/2007			x		
40382 S25840	Water		10/26/2004			x		
40382 S26311	Queen		4/3/2007			x		
40383 S25808	Conestoga		10/26/2004			x		
40383 S26304	Queen		4/3/2007			x		
40385 S26141	Market		1/28/2005			x		
40385 S26151	Market		1/28/2005			x		
40385 S26157	W Walnut		1/28/2005			x		
40386 S25862	Farnum		6/30/2006			x		
40386 S26289	Queen		4/3/2007			x		
40387 S26128	Market		1/28/2005			x		
40387 S26277			4/3/2007			x		
40387 S26284	Queen	James	4/3/2007			x		
40389 S26125	Market		1/28/2005			x		
40390 S26263			4/3/2007			x		
40391 S26158	W Walnut		1/28/2005			x		
40392 S26218			4/3/2007			x		
40392 S26252			4/3/2007			x		
40394 S25804	Conestoga		10/26/2004			x		
40394 S26241			4/3/2007			x		
40394 S26278	Queen	James	x			x		
40394 S26278			4/3/2007 x			x		

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40395 S25863	Farnum	Prince	6/30/2006			X		
40395 S26230			4/3/2007			X		
40396 S26224			4/3/2007			X		
40397 S26218			4/3/2007			X		
40399 S26279			4/3/2007			X		
40404 S25811	Prince	Conestoga	1/27/2005 x			X		
40405 S25798			4/17/2007			X		
40405 S25806			4/17/2007			X		
40405 S26160	W Walnut	Queen	1/28/2005			X		
40406 S25745	Andrew		1/12/2007			X		
40408 S25784			4/17/2007			X		
40409 S25777			4/17/2007			X		
40410 S26280			4/3/2007			X		
40411 S25761			4/17/2007			X		
40414 S25746			4/17/2007			X		
40414 S25814	Conestoga		2/2/2007			X		
40414 S26221	Lemon		2/10/2009			X	X	
40417 S26281			4/3/2007			X		
40419 S26272	Christian		4/3/2007			X		
40420 S26263	Christian		4/3/2007			X		
40422 S25815	Conestoga		2/2/2007			X		
40423 S26222	Lemon		2/10/2009			X	X	
40423 S26252	Christian		4/3/2007 x			X		
40427 S26283			4/3/2007			X		
40429 S25749	Andrew		1/12/2007			X		
40430 S26222	Lemon		2/10/2009			X	X	
40432 S25817	Beaver	Conestoga	4/17/2007 x			X		
40433 S25810	Conestoga	Beaver	1/12/2007 x			X		
40441 S26225	Lemon		2/10/2009			X	X	
40442 S25750	Andrew	Beaver	1/12/2007 x			X		

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40443 S25569	Prince	Seymour	2/10/2009 x		x	x		
40447 S25819			3/16/2007			x		
40449 S26226	Lemon		2/10/2009			x	x	
40457 S25880	Queen	Farnum	2/4/2009 x		x	x		
40459 S25867	Queen		2/4/2009		x	x	x	
40460 S25822			3/16/2007			x		
40461 S25815	Queen		2/10/2009			x	x	
40461 S25856	Queen		2/4/2009			x	x	
40461 S26227	Lemon		2/10/2009			x	x	
40462 S25846	Queen		2/4/2009			x	x	
40463 S25806	Queen		2/10/2009			x	x	
40464 S25796	Queen		2/10/2009 x		x	x		
40464 S25838	Queen	Conestoga	3/16/2007 x			x		
40480 S25693	Queen		2/10/2009 x		x	x		
40481 S25684	Queen		2/10/2009			x	x	
40483 S25674	Queen		2/10/2009			x	x	
40485 S25659	Queen		2/10/2009			x	x	
40487 S25649	Queen		2/10/2009			x	x	
40488 S25638	Queen		2/10/2009			x	x	
40490 S25626	Queen		2/10/2009			x	x	
40492 S25618	Queen		2/10/2009			x	x	
40493 S25611	Queen		2/10/2009			x	x	
40498 S25758	Andrew	Strawberry	2/9/2009 x		x	x		
40506 S25764	North	Strawberry	2/9/2009			x	x	
40510 S25890	Church	Duke/Farnum	4/14/2008			x		
40511 S25771	North		2/9/2009			x	x	
40518 S25778	North		2/9/2009			x	x	
40519 S26044	Cherry		x			x		
40524 S25786	North		2/9/2009			x	x	
40526 S26178	Walnut		3/6/2009		x	x	x	

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40527 S25796	Atlantic	North	x			x		
40530 S25793	North	Atlantic	2/9/2009 x		x	x		
40532 S25906	Church		4/14/2008			x		
40532 S26179	Walnut		3/6/2009			x	x	
40534 S25798	North		2/9/2009			x	x	
40536 S25794	Christian	Chester	2/9/2009 x		x	x		
40538 S26039	E Grant		x			x		
40541 S25806	North	Christian	2/9/2009			x	x	
40541 S26181	Walnut		3/6/2009			x	x	
40548 S25801	Christian		2/9/2009			x	x	
40548 S26124	Chestnut	Lime	12/5/2005			x		
40549 S26182	Walnut		3/6/2009			x	x	
40550 S25817	North		2/9/2009			x	x	
40551 S25929	Church		4/14/2008			x		
40556 S25825	North		2/9/2009			x	x	
40557 S26125	Chestnut		12/5/2005			x		
40558 S26183	Walnut		3/6/2009			x	x	
40560 S25824	North		2/9/2009			x	x	
40563 S25943	Church		4/14/2008			x		
40565 S26040	Grant		10/13/2005			x		
40567 S25838	North	Duke	2/9/2009 x		x	x		
40567 S26185	Walnut		3/6/2009			x	x	
40568 S26127	Chestnut		12/5/2005			x		
40569 S25784	Christian		2/9/2009			x	x	
40570 S25953	S Lime		2/25/2009			x	x	
40571 S26185	Walnut		3/6/2009			x	x	
40573 S26128	Chestnut		12/5/2005			x		
40574 S26045	Grant		10/13/2005			x		
40575 S25779	Christian	Green	2/9/2009 x		x	x		
40575 S26192	Walnut		3/6/2009			x	x	

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40576 S25847	North		2/9/2009		X		X	
40576 S26035	Grant		11/15/2005		X			
40576 S26049	Jefferson		10/13/2005		X			
40577 S25947	S Lime		2/25/2009		X		X	
40579 S26129	Chestnut		12/5/2005		X			
40579 S26186	Walnut		3/6/2009		X		X	
40580 S25853	North		2/9/2009		X		X	
40580 S26043	Grant		10/13/2005		X			
40584 S25859	North		2/9/2009		X		X	
40587 S26204	Shippen	New Holland	3/6/2009		X		X	
40588 S25938	S Lime	Howard	2/25/2009 x		X			
40589 S26130	Chestnut		12/5/2005		X			
40590 S26188	Walnut	Shippen	3/6/2009 x		X			
40591 S25866	North		2/9/2009		X		X	
40592 S26045	Grant		10/13/2005		X			
40593 S25989	Church		2/4/2009 x		X			
40594 S26212	New Holland		3/6/2009		X		X	
40595 S25872	North	Rockland	2/9/2009 x		X			
40595 S40572	Rockland	North	x		X			
40597 S25931	S Lime		2/25/2009		X		X	
40599 S26132	Chestnut	Shippen	12/5/2005		X			
40599 S26190	Walnut		3/6/2009		X		X	
40600 S25998	Church		2/4/2009		X		X	
40600 S26046	Grant		10/13/2005		X			
40600 S26124	Shippen		12/5/2005		X			
40600 S26189	Walnut		3/6/2009		X		X	
40601 S26119	Shippen		12/5/2005		X			
40601 S26218	New Holland		3/6/2009		X		X	
40605 S25924	S Lime	Locust	2/25/2009		X		X	
40605 S26105	Shippen	Marion	12/5/2005		X			

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40606 S26190	Walnut		3/6/2009		X	X	X	
40607 S26006	Church		2/4/2009		X	X	X	
40607 S26226	New Holland		3/6/2009		X	X	X	
40609 S26422	Park	New	3/9/2009 x		X	X		
40611 S26191	Walnut		3/6/2009		X	X	X	
40613 S26019	Shippen	King	3/20/2008 x		X			
40614 S26014	Shippen	Church	3/20/2008 x		X			
40614 S26232	New Holland		3/6/2009		X	X	X	
40618 S26430	Park		3/9/2009		X	X	X	
40619 S25914	S Lime		2/25/2009		X	X	X	
40620 S26078	Orange	Hensel Alley	3/6/2009 x		X	X		
40620 S26239	New Holland		3/6/2009		X	X	X	
40627 S26246	New Holland		3/6/2009		X	X	X	
40629 S25906	S Lime		2/25/2009		X	X	X	
40630 S26194	Walnut		3/6/2009		X	X	X	
40631 S26443	Park		3/9/2009		X	X	X	
40634 S26253	New Holland	Plum	3/6/2009 x		X	X		
40634 S26457	Park		3/9/2009		X	X	X	
40636 S26080	Orange		3/6/2009		X	X	X	
40639 S25780	Duke	Dauphin	2/13/2009 x		X	X		
40639 S25897	S Lime	Chester	2/25/2009 x		X	X		
40642 S26268	New Holland		3/6/2009		X	X	X	
40644 S25904	Chester		2/25/2009		X	X	X	
40644 S26270	New Holland		3/6/2009		X	X	X	
40645 S26194	Walnut	Plum	3/6/2009 x		X	X		
40646 S26458	Park		3/9/2009		X	X	X	
40648 S26083	Orange		3/6/2009		X	X	X	
40648 S26275	New Holland		3/6/2009		X	X	X	
40649 S25793	Dauphin		2/13/2009		X	X	X	
40652 S25913	Chester		2/25/2009		X	X	X	

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40652 S26464	Park		3/9/2009			X		X
40655 S26084	Orange		3/6/2009			X		X
40655 S26282	New Holland		3/6/2009			X		X
40657 S25802	Dauphin		2/13/2009			X		X
40658 S26470	Park		3/9/2009			X		X
40659 S25921	Chester		2/25/2009			X		X
40663 S25809	Dauphin		2/13/2009			X		X
40664 S26292	New Holland		3/6/2009			X		X
40665 S25929	Chester		2/25/2009			X		X
40667 S26466	Franklin	Park	3/9/2009			X		X
40669 S25816	Dauphin	Rockland	2/13/2009			X		X
40670 S26463	Franklin		3/9/2009			X		X
40671 S25821	Dauphin	Rockland	2/13/2009 x		X	X		
40671 S26300	New Holland		3/6/2009			X		X
40674 S26459	Franklin		3/9/2009			X		X
40676 S25825	Dauphin		2/13/2009			X		X
40676 S25942	Chester		2/25/2009			X		X
40678 S25815	Rockland		2/13/2009			X		X
40679 S26309	New Holland		3/6/2009		X	X		X
40680 S26454	Franklin	Hand	3/9/2009		X	X		X
40682 S25832	Dauphin		2/13/2009			X		X
40684 S25953	Chester	Shippen	2/25/2009 x		X	X		
40686 S26447	Franklin		3/9/2009			X		X
40687 S25808	Rockland		2/13/2009			X		X
40687 S25912	Pershing	Green	2/24/2009 x		X	X		
40688 S25840	Dauphin		2/13/2009			X		X
40691 S25806	Rockland		2/13/2009			X		X
40692 S26348	Marshall		6/17/2009			X		X
40692 S26440	Franklin		3/9/2009			X		X
40696 S25904	Pershing		2/24/2009			X		X

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40697 S25851	Dauphin	Lime	2/13/2009 x		x	x		
40698 S26342	Marshall		6/17/2009			x	x	
40699 S25799	Rockland		2/13/2009			x	x	
40699 S26354	Burrowes		6/17/2009			x	x	
40700 S26433	Franklin		3/9/2009			x	x	
40704 S26335	New Holland	Marshall	3/9/2009 x		x	x	x	
40705 S25897	Pershing		2/24/2009			x	x	
40706 S26427	Franklin		3/9/2009			x	x	
40707 S26363	Burrowes		6/17/2009			x	x	
40711 S25790	Rockland	Juniata	2/13/2009 x		x	x		
40714 S25890	Pershing		2/24/2009			x	x	
40716 S26372	Burrowes		6/17/2009			x	x	
40716 S26417	Franklin		3/9/2009			x	x	
40717 S25785	Rockland		2/13/2009			x	x	
40722 S25883	Pershing	Dauphin	2/24/2009 x		x	x		
40723 S26069	Ann	Grant	3/3/2009			x	x	
40723 S26409	Franklin		3/9/2009			x	x	
40725 S26057	Ann		3/3/2009			x	x	
40725 S26381	Burrowes		6/17/2009			x	x	
40726 S26095	Ann	Orange	3/3/2009		x			
40727 S26047	Ann	King	3/3/2009			x	x	
40727 S26082	Ann		3/3/2009			x	x	
40729 S26031	S Ann		2/13/2009			x	x	
40730 S26027	S Ann		2/13/2009			x	x	
40731 S26018	S Ann		2/13/2009			x	x	
40731 S26096	E Orange		3/3/2009			x	x	
40733 S25774	Rockland		2/13/2009			x	x	
40733 S26012	S Ann		2/13/2009			x	x	
40734 S26002	S Ann		2/13/2009			x	x	
40735 S26391	Burrowes		6/17/2009			x	x	



Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40735 S26397	Franklin		3/9/2009		X	X		
40736 S25887	Pershing		2/24/2009		X			
40737 S25990	S Ann	East End	2/13/2009 x		X	X		
40741 S25767	Rockland	Susquehanna	2/13/2009 x		X	X		
40742 S26399	Burrowes		6/17/2009		X			
40745 S26098	E Orange		3/3/2009		X	X		
40750 S25890	Pershing		2/24/2009		X			
40756 S26100	E Orange		3/3/2009		X	X		
40757 S25887	New Dauphin	Ann	2/19/2009		X	X		
40760 S25876	S Ann		2/19/2009		X	X		
40761 S25866	S Ann		2/19/2009		X	X		
40761 S25869	S Ann		2/19/2009		X	X		
40762 S25892	New Dauphin	Ann	2/19/2009 x		X			
40764 S25855	S Ann		2/19/2009		X	X		
40764 S26157	Marshall	Chestnut	3/3/2009		X	X		
40765 S25851	S Ann		2/19/2009		X	X		
40766 S25845	S Ann		2/19/2009		X	X		
40766 S26102	E Orange		3/3/2009		X	X		
40766 S26145	Marshall		3/3/2009		X	X		
40768 S26130	Marshall	Marion	3/3/2009		X	X		
40769 S25830	S Ann	Juniata	2/19/2009 x		X			
40770 S26158	Marshall	Chestnut	3/3/2009 x		X			
40771 S25818	S Ann		2/19/2009		X	X		
40771 S26117	Marshall		3/3/2009		X	X		
40772 S26103	Marshall	Orange	3/3/2009		X	X		
40773 S25806	S Ann		2/19/2009		X	X		
40775 S25795	S Ann		2/19/2009		X	X		
40776 S25895	New Dauphin		2/19/2009		X	X		
40778 S25784	S Ann		2/19/2009		X	X		
40778 S26050	King	Marshall	3/20/2008 x		X			

Pole Number	Street Location	Street Location	Date	Camera	Cabinet	Fiber	Strand	Guywire
40778 S26103	E Orange	Marshall	3/3/2009 x		x	x		
40781 S25766	S Ann		2/19/2009			x		
40783 S26037	Marshall		2/9/2009			x	x	
40784 S25752	S Ann		2/19/2009			x	x	
40786 S25738	S Ann		2/19/2009			x	x	
40786 S26021	Marshall		2/9/2009			x	x	
40789 S25723	S Ann		2/19/2009			x	x	
40789 S25898	New Dauphin		2/19/2009			x	x	
40789 S26008	Marshall		2/9/2009			x	x	
40792 S25996	Marshall		2/9/2009 x		x	x		
40794 S25984	Marshall		2/9/2009			x	x	
40796 S25973	Marshall		2/9/2009			x	x	
40799 S25961	Marshall		2/9/2009			x	x	
40801 S25901	New Dauphin		2/19/2009			x	x	
40801 S26941	Marshall		2/9/2009			x	x	
40803 S25937	Marshall		2/9/2009			x	x	
40805 S25925	Marshall		2/9/2009			x	x	
40808 S25913	Marshall		2/9/2009			x	x	
40810 S25902	Marshall	New Dauphin	2/9/2009 x		x	x		
40839 S26112	E Orange	Franklin	5/22/2008			x		
40849 S26114	E Orange		5/22/2008			x		
40858 S26115	E Orange		5/22/2008			x		
40867 S26116	E Orange		5/22/2008			x		
40876 S26118	E Orange	Reservior	5/22/2008 x			x		
70369 S25830	Water		10/26/2004			x		

# **EXHIBIT 14**

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**From:** "Frank Wiczowski" <Frank@MAWcom.com>  
**To:** "Charlotte Katzenmoyer" <ckatzenm@cityoflancasterpa.com>, "Brogan, Pat" <pbrogan@cityoflancasterpa.com>  
**Sent:** Wednesday, April 8, 2015 10:30:27 PM  
**Subject:** FW: MAW Communications and Lancaster Community Safety Coalition

Hi Ladies,

FYI ...

Please find attached my email to PPL and their response. We'll see how they respond beyond his response. I'm optimistic .. ☺

Currently .. my plan is to walk softly but affirmatively ... thus no cc to anyone outside of PPL. I.e. Utility to Utility.

Also have a plan B and C .. ☺

Regards,  
FTW->610.781.6279

---

**From:** Klokis, William P [mailto:wpklokis@pplweb.com]  
**Sent:** Wednesday, April 08, 2015 7:30 AM  
**To:** Frank Wiczowski  
**Subject:** RE: MAW Communications and Lancaster Community Safety Coalition

Zimbra

frank@mawcom.com

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**RE: MAW Communications & Lancaster Safety Coalition**

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**From :** Klokis, William P <wpklokis@pplweb.com>  
**Subject :** RE: MAW Communications & Lancaster Safety Coalition  
**To :** Frank Wiczowski <Frank@MAWcom.com>

Thu, Mar 05, 2015 12:56 PM

Frank,  
Just to clarify, you need to know all of the pole attachments that City of Lancaster Safety Coalition has along with the coordinates.

Bill Klokis  
[PPL Electric Utilities](#)  
PH: 610-774-5005

---

**From:** Frank Wiczowski [mailto:Frank@MAWcom.com]  
**Sent:** Wednesday, March 04, 2015 4:11 PM  
**To:** Klokis, William P  
**Subject:** MAW Communications & Lancaster Safety Coalition  
**Importance:** High

Hi Bill,

Thanks for taking the time to talk with me yesterday. It's amazing what you can find out when you ask the right questions ...

The Coalition's bill is attached. The billing detail lists all of the poles and their respective locations. We'll have to talk with the coalition because we do not want to be responsible for any power attachments and their related expenses. I'll be in touch once we've identified the attachments to transfer and we have executed the appropriate paper work with the coalition.

I'll be in touch in the next several weeks.

Thanks again for help ... It is most appreciated.

Please reply to confirm receipt.

Regards,  
FTW->610.781.6279

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Frank,  
I will work with my team to accomplish this in a timely manner. We will also setup a conference call with you sometime in the next few days to explain what we will be doing.  
Thanks

Bill Klokis  
[PPL Electric Utilities](#)  
PH: 610-774-5005

---

**From:** Frank Wiczowski [<mailto:Frank@MAWcom.com>]  
**Sent:** Tuesday, April 07, 2015 4:53 PM  
**To:** Klokis, William P  
**Subject:** MAW Communications and Lancaster Community Safety Coalition  
**Importance:** High

Hi Bill,

Since our last conversation, several weeks ago, we have collected the Pole Attachment data from the Lancaster Community Safety Coalition (LCSC). We have established the LCSC has approximately 743 attachments. There are 3 types of attachments ... Fiber, Equipment, and Power. The attached list depicts strand and guy attachments as well but we count these all as fiber attachments. Of the 743, there are 475 fiber attachments. These are the attachments we will transfer from the LCSC to MAW and are detailed on the attached list. The list is sorted by pole tag to facilitate your team's review of the list.

Also, please find attached, a letter from the LCSC authorizing you to transfer these attachments to MAW.

When we last talked, we planned on over-lashing the existing LCSC fiber attachments. Since then, we have spent quite some time in the field reviewing the current state of the plant. Through our review, we have determined the plant is not up to carrier standards. Consequently, we have determined the best approach is to replace their existing plant. Our plan is to install new strand utilizing the existing attachments. We will temporarily J and raise the LCSC fiber until we can safely remove the plant as soon as possible. We will begin this process later this month.

I have talked with Andrew from Stine. He indicated, for our new build, the best approach is to utilize the existing PPL web site and application process. Even though Stine and PPL perform the engineering, our process dictates that we must profile and document with pictures, each pole we attach to. Therefore, we will work with Stine to ensure you and your team have an accurate record of our engineering and subsequent attachments, both existing and new.

Andrew indicated the new attachment approval process is typically around two weeks .. Therefore, we will submit our new attachments in logical segments that facilitate construction and approval of our engineering.

Please don't hesitate to give me a call if you have any questions. We are looking forward to working with you and your team on this ambitious project that will ultimately result in a safer more robust plant to enable both MAW and PPL to fulfill our mission as PA Public Utilities.

Please reply to confirm receipt.

Respectfully,  
FTW->610.781.6279

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# EXHIBIT 15



COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

CIVIL DIVISION

PPL ELECTRIC UTILITIES  
CORPORATION, Formerly  
Known as Pennsylvania  
Power & Light Co.

- V S -

No. 2017-C-3755

MAW COMMUNICATIONS, INC.,  
FRANK T. WICKOWSKI,  
PRESIDENT

## Transcript of Proceedings

BEFORE: HON. EDWARD D. REIBMAN, P.J.

Wednesday, March 28, 2018  
1:30 o'clock a.m.  
Courtroom No. 2 A  
Lehigh County Courthouse  
Allentown, Pennsylvania

APPEARANCES:

JOSEPH S. D'AMICO, JR., ESQUIRE  
-- For the Plaintiffs

ERIC E. WINTER, ESQUIRE  
-- For the Defendants

NEIL ALBERT, ESQUIRE  
-- For Lancaster City

1     A       I would have definitely reached out, and I would  
2     have taken action sooner to stop what was going on.

3     Q       Last week Mr. Wiczkowski talked about pole  
4     profile sheets, meaning the paper process that he  
5     wanted to submit. Did he offer that up to you at any  
6     point in time?

7     A       Yes, that was offered to me on a couple of  
8     occasions, and I declined to take them in lieu of our  
9     online access application process.

10    Q       Why?

11    A       Because we had advanced from that paper  
12    application process back in 2013, so everything was  
13    online. So receiving those pole profile sheets didn't  
14    do anything to further the applications.

15    Q       If he had pole profile sheets though, would he  
16    have been able to provide you information consistent  
17    with the stipulation of December of 2017.

18           MR. WINTER: Objection.

19           THE COURT: Basis?

20           MR. WINTER: It calls for him to  
21    interpretate -- interpret the stipulation of December  
22    of 2017. And again, he is not a legal expert. He  
23    can't offer a legal opinion on it.

24           MR. D'AMICO: Well, let's -- I will be happy  
25    to rephrase it.

# **EXHIBIT 16**

COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

## CIVIL DIVISION

PPL ELECTRIC UTILITIES  
CORPORATION, Formerly  
Known as Pennsylvania  
Power & Light Co.

- V S -

No. 2017-C-3755

MAW COMMUNICATIONS, INC.,  
FRANK T. WICKOWSKI,  
PRESIDENT

Transcript of Proceedings

BEFORE: HON. EDWARD D. REIBMAN, P.J.

Wednesday, March 28, 2018  
1:30 o'clock a.m.  
Courtroom No. 2 A  
Lehigh County Courthouse  
Allentown, Pennsylvania

APPEARANCES:

JOSEPH S. D'AMICO, JR., ESQUIRE  
-- For the Plaintiffs

ERIC E. WINTER, ESQUIRE  
- - For the Defendants

NEIL ALBERT, ESQUIRE  
- - For Lancaster City

1 changes the requirements, they don't send out a letter,  
2 or an e-mail, or some type of notification directly to  
3 providers like MAW?

4 A Why is that? I can certainly say it has never  
5 presented a problem with anyone else before.

6 Q Okay.

7 A And in this instance, it's certainly something  
8 that I will look at going forward.

9 Q Okay. And again, just to be clear -- And we are  
10 talking about Petitioner's Exhibit 2, which we were  
11 just talking about. I believe, and I want to make sure  
12 I am correct, you had testified previously that to your  
13 knowledge, MAW was never directly notified of that in  
14 any way. The changes were merely posted on your  
15 website?

16 A Yes. Sitting here, I can't recall specifically  
17 notifying MAW of that, other than keeping it current on  
18 the website.

19 Q Can you clarify one thing about this for me?

20 There is two dates on there. Okay, up at the  
21 top it says effective date October 30th of 2017, and  
22 then it says there is a printing date of November 22nd  
23 of 2017. So when did this actually become posted in  
24 some way that a member of the public could have found  
25 it?

1       A       So I don't recall the exact date, but I know  
2       that it was in early November, following the completion  
3       of this revision.

4       Q       Okay. All right.

5               MR. WINTER: I believe that's all I have.  
6       Thank you.

7               THE COURT: Redirect?

8                         REDIRECT EXAMINATION

9       BY MR. D'AMICO:

10      Q       I'm going to ask you to turn to Petitioner's  
11      Exhibit 5.

12              Counsel was asking you about how Mr. Wiczkowski  
13      may or may not know how to utilize the portal. I'm  
14      going to direct your attention to the -- I guess it's  
15      the third to the last paragraph.

16              Did he not say to your predecessor, on  
17      April 7th, 2015, Andrew indicated that the new  
18      attachment approval process is typically around two  
19      weeks, therefore we will submit our new attachments in  
20      logical segments that will facilitate the construction  
21      and approval of our engineering?

22      A       Yes. That's what it says there.

23      Q       And the new attachment process is the online  
24      portal?

25      A       Yes.

# **EXHIBIT 17**

**ENGINEER'S REPORT**

**of the**

**SAFETY OF MAW COMMUNICATIONS  
FIBER OPTIC CABLE INSTALLATION**

Prepared by:

Daryl L. Ebersole, P.E.

Jeffrey M. Kobilka, P.E.

January 7, 2018



# **SAFETY OF MAW COMMUNICATIONS FIBER OPTIC INSTALLATION**

## **ENGINEER'S REPORT**

**January 7, 2018**

### **A. INTRODUCTION**

MAW Communications is a Pennsylvania public utility which provides telecommunication services for institutional and residential customers in Berks and Lancaster counties. MAW has installed Fiber Optic Cable in Lancaster City attached on utility poles owned by PPL Electric Utility. PPL has claimed the fiber optic cable installation by MAW represents an exigent public safety risk.

The purpose of our investigation was to determine if the fiber optic supply cables installed by MAW and identified by PPL as exigent public safety risks represent exigent public safety risk, a public safety risk, and/or a worker safety risk.

### **B. MATERIALS AVAILABLE FOR REVIEW**

1. Inspection of FOSC Installations in Lancaster City, 01/03/2018
2. 20171221 List 1 of MAW Unauthorized Attachments including Exigent safety issues
3. Corning SST-Drop Data Sheet
4. Corning ROC Drop Data Sheet

### **C. ANALYSIS – MAW Fiber Optic Cable Materials - ADSS**

The MAW fiber optic cable installation in Lancaster city utilizes two Corning fiber optic cables. The backbone cable is Corning SST-Drop. The drop cable is Corning ROC Drop. Both cables are All Dielectric Self Supporting (ADSS) fiber optic cables. Fiber optic cables by definition do not transmit electricity, instead they transmit light signals. An “All Dielectric” cable is not conductive and therefore is not a risk for conducting hazardous electricity from pole to pole or from pole to ground if the cable should break. The “Self Supporting” designation allows the cable to be attached without a messenger. A messenger is a cable, often constructed of conductive metals, used to support another cable across a span between two attachment points.

In multiple locations within the National Electrical Safety Code (NESC), the recognized national standard for overhead communication and power lines, ADSS fiber optic cables are referred to as Rule 230F1b cables.

### **D. ANALYSIS – ADSS Clearance From Power in Supply Space**

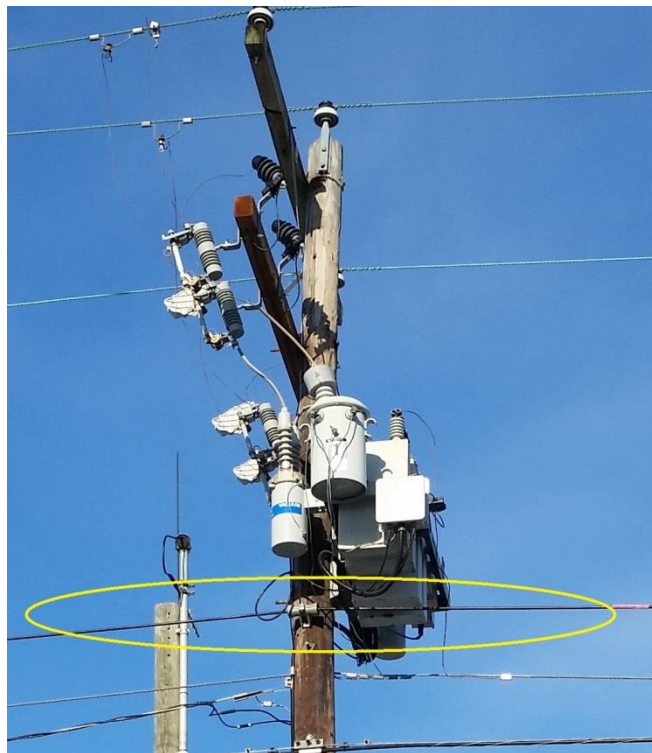
ADSS cable operates under different rules for clearance from supply cables than conductive communication cables because it is dielectric (non-conductive) and does not require a

messenger. The NESC recognizes that ADSS poses no risk of carrying voltage from pole to pole in Table 235-5 “Vertical Clearance between conductors at supports” FN10:

*“No clearance is specified between fiber-optic supply cables (FOSC) meeting Rule 230F1b and supply cables and conductors. The FOSC may be attached to a supply conductor or cable at the pole or in the span, provided that the FOSC is positioned away from the supply conductor or cable to prevent abrasion damage.”*

ADSS cable can be wrapped around electrical supply cables and be in accordance with the NESC as long as the connection is mechanically sound and does not cause abrasion.

The below picture is of a PPL installation in Berks county that utilizes ADSS fiber optic cable with minimal clearance to supply. This is acceptable per the NESC, provided workers utilize supply space work rules.



**Figure 1 - PPL ADSS Fiber Optic Installation (outlined in yellow)**

#### **E. ANALYSIS – Exigent Public Safety Risk**

PPL has claimed that the MAW fiber optic cable installation represents an Exigent Public Safety Risk. The ways in which an overhead line can represent a public safety risk include:

- Low hanging conductors and conductive cables can pose a risk of electric shock
- Broken conductors and conductive cables can pose risk of electric shock

The above risks require the cable in question to be able to conduct electricity to present a risk to the public. The MAW installation is All Dielectric and does not conduct electricity and does not present either risk. If an energized cable should break (or otherwise fail) and come into contact with an MAW ADSS cable and the MAW ADSS cable should break or otherwise be in reach of the public there exists no electrical hazard from the MAW ADSS cable. Categorizing the MAW fiber optic system as an *exigent* public safety risk would indicate there is a pressing, urgent safety risk to the public. There is no basis for this claim, and none of the issues described by PPL present a risk to the public. The MAW Communication fiber optic system does not present a safety risk to the public.

#### **F. ANALYSIS – Clearance from Ungrounded Luminaire Brackets**

One of the issues presented in the PPL document titled “20171221 List 1 of MAW Unauthorized Attachments including Exigent safety issues” is insufficient clearance from an ungrounded luminaire bracket. The issue is listed multiple times and has a range of 6” to 36” from the ungrounded street light bracket. (Poles: 40670S26463, 40692S26440, 40701S26449, 40718S26466, 40743S26491, 40770S26512, 40819S26504, 40840S26501)

NESC Section 238 defines requirements for clearances between non energized metal supply equipment (such as brackets) and communications equipment or cables. The purpose of the clearances in this section is to create a “communication worker safety zone” between communication equipment/cables and the supply space. The need for this zone comes from the work rules for communications workers. Compared to supply space work rules, communication space work rules are less stringent and require different equipment. If a communications cable is to operate in the supply space then the telecom utility workers must follow supply space work rules, increasing requirements for insulated equipment and protective gear. This is defined in section 224A1:

*Communication circuits located in the supply space shall be installed and maintained only by personnel authorized and qualified to work in the supply space in accordance with the applicable rules of Sections 42 and 44.*

**Table 238-2—Vertical clearance of span wires and brackets from communication lines and equipment**  
(See also Rule 238C.)

	Carrying luminaires, traffic signals, or trolley conductors			
	Not effectively grounded		Effectively grounded	
	(mm)	(in)	(mm)	(in)
Above communication support arms	1000	40	500	20 <sup>①</sup>
Below communication support arms	1000	40	600	24
Above messengers carrying communication cables	1000	40	100	4
Below messengers carrying communication cables	1000	40	100	4
From terminal box of communication cable	1000	40	100	4
From communication brackets, bridle wire rings, or drive hooks	1000	40	100	4

**Figure 2 - NESC 2017 Table 238-2**

Table 238-2 is understood by PPL to place the MAW installation in violation of the NESC. This is incorrect. Per the NESC if the MAW workers utilize supply space work practices there is no need for the communication worker safety zone. Analysis from the IEEE 2017 NESC Handbook agrees:

*If communication workers are authorized to work in the supply space; use supply work rules and methods, insulated buckets, insulating tools and insulating personal protective gear; and otherwise meet Rule 224A, there is no requirement for a separate communication space and communication worker safety zone.<sup>1</sup>*

MAW is not in violation of the NESC. For instances where their cables are within 40 inches of the lowest piece of supply space equipment, or there is an ungrounded luminaire in the communication worker safety zone, the NESC requires MAW Communications utilize supply space work rules and equipment.

The location of the MAW fiber optic cable does not present a safety risk to properly trained and equipped MAW workers, nor does it present a safety risk to employees of other telecommunication companies or PPL utility workers as the cable is not capable of carrying electrical hazard from pole to pole. However, the presence of not effectively grounded luminaires in the communication worker safety zone does present a risk to workers who are not utilizing supply space work practices. As shown in Figure 3 there are other, non-ADSS telecom cables within 40” of the ungrounded luminaire bracket. For this reason and general good

<sup>1</sup> IEEE 2017 NESC Handbook Rule 238E page 429

practice it is recommended that the luminaires be effectively grounded. With the luminaire effectively grounded, clearance requirements are reduced to 4", and the requirement to follow supply space work rules is removed.



**Figure 3 - Ungrounded Luminaire clearance to communication cables**

#### **G. ANALYSIS – Clearance from Neutral**

The PPL issue list states that it is an exigent safety concern that the MAW ADSS fiber optic cable is “30” from Neutral” (Poles: 40764S26513, 40862S26497, 40760S26509). This is neither a safety concern nor a violation of NESC. This does not require supply space work rules. Footnote 5 of Table 235-5 “Vertical clearance between conductors at supports” requires 30” of space between neutrals and ADSS fiber optic cables.

*May be reduced to 30 in for supply neutrals meeting rule 230E1, fiber optic supply cables on an effectively grounded messenger meeting Rule 230F1a,*

*entirely dielectric fiber-optic cables meeting Rule 230F1b, ... Bonding is not required for entirely dielectric cables meeting Rule 230F1b.<sup>2</sup>*

## **H. ANALYSIS – Clearance from Drip Loops**

The PPL issue list includes clearance from drip loops as an issue. There are two instances listed that have a clearance of 12” or more (Poles 40777S26511 and 40832S26503). These instances are not safety risks nor are they NESC violations. Per Section 238D:

*If a drip loop of conductors entering a luminaire, a luminaire bracket, or a traffic signal bracket is above a communication cable, the lowest point of the loop shall not be less than 12 in above the highest communication cable.<sup>3</sup>*

Pole 40701S26449 is listed as having 3” of clearance from the Street Light Drip loop to the fiber optic cable. Per the NESC this drip loop should have a “suitable nonmetallic cover”<sup>4</sup>.

---

<sup>2</sup> 2017 NESC Table 235-5 “Vertical clearance between conductors at supports” footnote 5

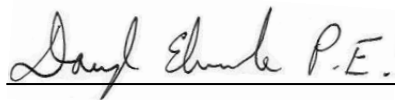
<sup>3</sup> 2017 NESC Rule 238D

<sup>4</sup> 2017 NESC Rule 238D Exception

## I. FINDINGS

Within the bounds of reasonable engineering certainty, and subject to change if additional information becomes available, it is our professional opinion that:

1. The fiber optic network installed and maintained by MAW Communications and identified by PPL as exigent safety risks are not public safety risks.
2. The fiber optic network installed and maintained by MAW Communications and identified by PPL as exigent safety risks are not utility worker safety risks.
3. For instances where the clearance required by the communication worker safety zone (40" from supply space) is not possible, telecommunication workers should follow supply space work rules, methods, and utilize insulated equipment.
4. Ungrounded luminaires that are in the communication worker safety zone should be grounded to reduce the worker safety risk for all telecommunication workers who are not following supply space work rules.
5. Recommend installation of non-metallic cover on Pole 40701S26449 street light drip wire.



Daryl Ebersole, P.E.



Jeffrey Kobilka, P.E.

# EXHIBIT 18



From: Gorter, Brad [mailto:bgorter@pa.gov]

2017-C-3755 /s/A B

Sent: Friday, December 29, 2017 11:42 AM

To: Shafer, Michael J; Jeff Franklin; ewinter@princelaw.com; Frank; jsdamico@flblaw.com; Killian, Brent

Subject: PPL Notice and MAW responses

**EXTERNAL email. STOP and THINK before responding, clicking on links, or opening attachments.**

All,

This email is to provide the PUC's perspective on the notice provided by PPL to MAW regarding exigent safety issues as identified pursuant to the stipulation agreed to last week. At this point, PPL has identified several attachments that it believes to be exigent safety concerns. MAW has generally denied these allegations based on a lack of specificity and legal applicability.

At the hearing in Lehigh County, I represented to the parties that the PUC would serve as a neutral third-party with regard to identified exigent safety issues if there was a dispute between PPL and MAW. During our discussions at the hearing, I indicated that the PUC's technical staff would provide feedback with regard to disputed safety issues identified by engineers from PPL and MAW. My vision for this type of discussion involved engineers identifying safety issues and engineers responding to these issues. A blanket denial or statement that an issue is ambiguous gives the PUC nothing to work with and does not allow for meaningful safety related discussions. While I recognize that PPL did not cite to specific NESC sections regarding the identified safety concerns, the information provided is sufficient to inform MAW of the alleged violation (attachment less than 40" from ungrounded power, splice case attachments of unknown strength, etc.). If MAW truly cannot determine what the alleged violations are, I recommend that MAW's engineers contact PPL to determine what issues are present. It may also be helpful if PPL provides a more detailed list of violations with citations to the NESC.

In the rounds of notice and response that have occurred so far in this matter, it has become obvious to me that there is a legal argument being made by MAW regarding the applicability of certain sections of the NESC. Due to this argument, the PUC is essentially being asked to determine the legality of attachments and applicability of federal regulations. This is not something that is rightfully within the PUC's jurisdiction to determine. It certainly is not something that is appropriate for the Bureau of Investigation & Enforcement to adjudicate. The PUC can, and will, provide feedback regarding factual safety disputes that are brought to its attention by qualified professionals. It will not, and cannot, make a determination regarding the legal defenses that MAW appears to be raising, whether meritorious or not. Simply put, a judge or other adjudicatory party must determine the merits of the legal arguments here.

At this point, I&E and the PUC cannot provide any guidance on the alleged safety issues identified by PPL, nor can it provide any guidance related to safety due to the contested nature of the attachments. I will leave it to PPL and MAW to determine what their respective next steps are. Should either party initiate or continue a legal action, the PUC will monitor such action. As it stands, MAW is, pursuant to the stipulation, prohibited from performing any future work or making any new attachments to PPL poles. I&E expects MAW to honor the stipulation pending further approval from PPL.

**Bradley R. Gorter | Prosecutor**

PA Public Utility Commission | Bureau of Investigation & Enforcement

Commonwealth Keystone Building

P.O. Box 3265 | Harrisburg PA 17105

Phone: 717.783.6150 | Fax: 717.783.3458

[bgorter@pa.gov](mailto:bgorter@pa.gov)

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# EXHIBIT 19



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

January 17, 2018

**Via Email and First-Class Mail**

Jeffrey A. Franklin, Esq.  
Prince Law Offices, P.C.  
646 Lenape Road  
Bechtelsville, PA 19505

**Re: Investigation into MAW Communications, Inc.'s attachments to  
PPL utility poles and MAW's alleged takeover of existing attachments  
previously owned by the Lancaster Safety Coalition  
Bp8# 2637179**

Dear Mr. Franklin,

By initial letter to MAW Communications Inc. (MAW) dated December 15, 2017 (December 15 letter), the Bureau of Investigation and Enforcement (I&E) of the Pennsylvania Public Utility Commission (Commission or PUC) advised that it was initiating an investigation regarding safety concerns related to an allegation raised by PPL Electric Utilities (PPL) that MAW was attaching facilities to PPL poles without first acquiring proper PPL authorization and, in the process thereof, failed to comply with various safety protocols as set forth in the National Electric Safety Code. I&E is authorized under the Pennsylvania Code to conduct such investigations of public utilities and other entities under the Commission's jurisdiction. The parties initially communicated with I&E Prosecutor Bradley Gorter. I have taken over this I&E investigation from Prosecutor Gorter.

At the time that this matter was brought to the attention of I&E's Electric Safety Division, and out of its immediate concern for the safety of the public, as well as employees of both PPL and MAW, I&E's December 15 letter stated, in pertinent part:

**MAW is hereby directed to cease and desist any and all broadband deployment that attaches or touches any PPL pole or facility IMMEDIATELY. You are further directed not to remove, modify, or otherwise change any of the facilities at issue in this investigation, including, but not limited to, any and all attachments previously made by MAW to PPL poles and any existing Lancaster attachments to PPL poles. Should emergency conditions necessitate modifications on any of these facilities, please contact Electric Safety Supervisor Brent W. Killian immediately.**

In order to avoid any confusion regarding I&E's role in any litigation between PPL and MAW, I&E wishes to clarify the above-referenced "cease and desist" language.

In the course of subsequent communications between PPL and MAW, there have been references to the "PUC's cease order." As the prosecutory arm of the Commission, I&E does not enter orders. Here, I&E's cease and desist request was the result of an immediate need to address public safety concerns related to MAW's facilities as brought to the attention of I&E's Electric Safety Division by PPL. Until I&E's Electric Safety Division had sufficient opportunity to initially investigate the potential safety concerns, it was deemed appropriate for I&E to direct that MAW temporarily stop all work on PPL's poles. Having had that opportunity, I&E's "cease" language is no longer in effect. I&E appreciates MAW's efforts to comply with I&E's cease request. The language was not intended to be interpreted as if an official Commission order.

I&E's direct involvement in any contested proceedings between the parties regarding MAW's work on PPL's poles is not necessary given the agreement reached between PPL and MAW at the hearing held December 19, 2017 at the Court of Common Pleas of Lehigh County before Honorable Edward D. Reibman, P.J. PPL and MAW are capable of proceeding as directed by President Judge Reibman's transcribed "Stipulation Order" and work out matters between themselves. As that Order notes, all MAW work should cease "pending further approval from PPL." T.3. The Order does not demand I&E approval.

I&E's investigation as set forth in its December 15 letter, while related, is separate and apart from any legal action between PPL and MAW and does not require I&E's intervention. I&E does not intend to be an active participant in the matter before Judge Reibman or any other legal proceeding between the parties at this time. I&E's independent investigation and any subsequent I&E enforcement action, if any, will be limited to safety concerns brought to the attention of I&E, and an ultimate determination as to whether such issues violated applicable safety regulations.

Should you have any questions, please feel free to contact me.

Sincerely,



Michael L. Swindler  
Deputy Chief Prosecutor  
PA Public Utility Commission  
Bureau of Investigation and Enforcement  
717.783.6369  
[mwindler@pa.gov](mailto:mwindler@pa.gov)

cc: Joseph D'Amico  
Michael J. Shafer

# EXHIBIT 20

**IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

PPL Electric Utilities Corporation, Formerly  
Known As Pennsylvania Power & Light Co  
- VS -  
MAW Communications Inc, Frank T Wiczowski,  
President

:  
:  
:  
: File No. 2017-C-3755  
: Assigned Judge: Edward D. Reibman  
:  
:

**ORDER**

AND NOW, this 13<sup>th</sup> day of April, 2018, upon consideration of Plaintiff PPL Electric Utilities Corporation's Motion to Vacate Stipulation and Order, filed on February 6, 2018; Defendants' Response thereto, filed on March 9, 2018; Plaintiff's Petition for Civil Contempt against Defendant Maw Communications, Inc., filed on February 6, 2018; Defendants' Response thereto, filed on March 7, 2018; the City of Lancaster's Petition to Intervene, filed on February 26, 2018; and Plaintiff's Response thereto, filed on March 22, 2018; after hearing thereon on March 23 and 28, 2018, and conferences with counsel; and pending further order of court and without prejudice to any party with respect to the underlying merits, including any issue as to contempt and sanctions,

**IT IS ORDERED:**

1. The City of Lancaster's Petition to Intervene is GRANTED, and the caption of the case shall be amended to read PPL Electric Utilities Corporation, Formerly Known as Pennsylvania Power & Light Co., Plaintiff, v. MAW Communications, Inc., and Frank T. Wiczowski, President, Defendants, and City of Lancaster, Intervenor.

2. The Stipulation dated December 19, 2017, and Order of December 22, 2017, approving the Stipulation, are VACATED.

3. Within ten (10) days from the date of this Order, Defendant MAW Communications, Inc. (“MAW”) shall file with the Court, with a copy to all parties, two proposed notices, a general notice to the public (“general notice”) that as a result of modifications necessary to MAW’s fiber optic system, internet service to customers of LanCity Connect may be disrupted without further notice and a follow-up notice to its individual customers (“follow-up notice”) that as a result of modifications necessary to MAW’s fiber optic system, internet service to such individual customers may be disrupted without further notice and a description of when and how such notifications will be made. Within seven (7) days thereafter, Plaintiff PPL Electric Utilities Corporation (“PPL”) and Intervenor City of Lancaster (“City”) shall respond to the Court with any objections to such proposed notices, timeline and methodology. The general notice shall be issued before the commencement of any potentially disruptive work to MAW’s system, and the follow-up notice shall be issued to individual customers fifteen (15) days before the commencement of any potentially disruptive work to such individual customers.

4. MAW is prohibited from accessing, working on, or connecting to any of PPL’s poles, including those on which MAW has already made attachments, without the prior approval of PPL. PPL shall respond to any such requests for approval as promptly as the situation may reasonably require giving priority to safety concerns and minimizing disruption of service to critical public services.

5. For all unauthorized attachments to PPL’s poles, MAW shall, in strict accordance with the 2003 Attachment Agreement, proceed forthwith to file in the Online Application Management Tool (“Portal”) applications to attach to PPL’s poles.

6. Before affixing any approved attachment to a PPL pole, and as part of the “make ready” process, PPL may, at MAW’s sole cost and expense, remove or remediate any unauthorized attachment to the PPL pole made by MAW, subject to paragraph 4, above.

7. MAW shall follow the 2003 Attachment Agreement process through the Portal when submitting applications for any future work involving the rebuild of the Lancaster Community Safety Coalition network and/or any service drops.

8. MAW shall place \$75,000.00 in escrow with PPL to ensure reimbursement to PPL for any costs, fees, expenses or damages it has incurred in enforcing this Order or the parties’ 2003 Attachment Agreement, and MAW shall maintain such balance in the event PPL may draw down upon such account in accordance with the 2003 Attachment Agreement or order of court.

9. In order to avoid or minimize any potential disruption of service to the City of Lancaster’s traffic light system or the Lancaster Community Safety Coalition’s cameras, PPL shall retain qualified personnel with knowledge of fiber optic networks to work with such designee of the City of Lancaster and the Lancaster Community Safety Coalition to coordinate any removal of MAW’s unauthorized attachments to PPL poles, including any unauthorized new build, overlash and re-build, including but not limited to “j and raise.” If, however, there has been insufficient collaborative progress within ninety (90) days from the date of this Order, through no fault of PPL, in determining which of MAW’s unauthorized attachments are necessary for the operation of the City of Lancaster’s traffic lights or the Lancaster Community Safety Coalition’s cameras, then PPL may take unilateral action to remove all of MAW’s unauthorized attachments. Any



costs incurred by PPL associated with such efforts and any other contractually permitted penalties or compensable costs shall be assessed against MAW.

10. MAW shall, no later than April 23, 2018, provide to PPL or its designated consultant all non-privileged electronic data and/or records, including data from MAW's "n-drive," which reflect MAW's network attachments, builds, alleged improvements and service drops within and around the City of Lancaster from January 2015 through the date of this Order. Such data and records shall be kept confidential and for the limited purpose of assuring MAW's compliance with this order and the 2003 Attachment Agreement.

11. Within fourteen (14) days from the date of this Order, MAW shall provide to PPL a certificate of insurance in accordance with Article 17 of the 2003 Attachment Agreement that specifically includes an endorsement by the insurance carrier that PPL is an additional insured under such policy.


12. Separate and apart from MAW's requirement to place \$75,000 in escrow, as set forth in Paragraph 8, *supra*, MAW shall, within thirty (30) days from the date of this Order, reimburse PPL for the costs, not to exceed \$40,000.00, of the Katapult survey performed by PPL, and within seven (7) days thereafter PPL shall provide MAW with all meta-data received from Katapult with respect to PPL's poles affected by MAW's attachments in a usable, industry-standard spatial data file format, such as a KMZ file, and, if readily available to PPL, a CSV or XLS file that includes machine-readable attachment and midspan data.

13. MAW shall take all necessary steps to ensure that all of its attachments to PPL's poles are timely and properly recorded with PPL.

14. Within five (5) days of the date of this order, the City of Lancaster shall serve a copy of this Order upon the Lancaster Community Safety Coalition.

15. All other provisions of the 2003 Attachment Agreement not inconsistent with this Order remain in full force and effect.

BY THE COURT:

A handwritten signature in black ink, appearing to be 'E. D. Reibman', written over a horizontal line.


Edward D. Reibman, P.J.

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

CIVIL COURT DIVISION

Document Distribution List

File No.: 2017-C-3755

4/13/2018 

Neil Lawrence Albert, Esq	✓	22 South Duke Street Lancaster PA 17602
Joseph S. D'Amico, Jr Esq	✓	Fitzpatrick Lentz & Bubba PC 4001 Schoolhouse Lane PO Box 219 Center Valley PA 18034-0219
Phillip M Fraga, Esq	✓	Cohen Law Group P C 413 S Main St Fl 3 Pittsburgh PA 15215
Eric E Winter, Esq	✓	Prince Law Offices 646 Lenape Road Bechtelsville PA 19505

236 NOTICE

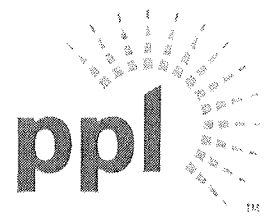
Pursuant to Pa.R.C.P. § 236, notice is hereby given that an order, decree, or judgment in the above captioned matter has been entered.

Andrea E. Naugle  
Clerk of Judicial Records

# EXHIBIT 21

Michael J. Shafer  
Counsel

**PPL Services Corporation**  
Two North Ninth Street  
Allentown, PA 18101-1179  
Tel. 610-774-2599 Fax 610-774-6726  
[mjshafer@pplweb.com](mailto:mjshafer@pplweb.com)



VIA FIRST CLASS U.S. MAIL

November 3, 2017

Frank T. Wiczowski  
President, MAW Communications, Inc.  
PO Box 978  
Reading, PA 19603

**Re: Unauthorized Attachments to PPL Electric Poles**

Dear Mr. Wiczowski,

I am writing on behalf of PPL Electric Utilities Corporation ("PPL") regarding unauthorized attachments that MAW Communications, Inc. ("MAW") has made to PPL's poles. It has come to PPL's attention that MAW has made recent attachments to PPL's poles of which PPL has not granted approval. I have included with this letter a list of PPL poles where MAW has made an unauthorized attachment (collectively "Unauthorized Attachments"). PPL reserves the right to amend this list if more Unauthorized Attachments are discovered. As you are aware, MAW entered into a Pole Attachment License Agreement with PPL on January 1, 2003 ("Agreement"). The Agreement details that before any attachment is made to a PPL pole MAW must first submit an application and receive approval from PPL.

It appears that on several occasions MAW has made attachments without obtaining any approval from PPL. This is particularly troubling because PPL and MAW have been in discussions for nearly two years regarding PPL's attachment process. Given MAW's familiarity with PPL's attachment process, it seems extremely unlikely that these Unauthorized Attachments were accidentally placed on PPL's poles. Rather it appears to be a concerted effort by MAW to avoid PPL's attachment policies and procedures.

The Unauthorized Attachments that PPL has discovered have been attached in violation of PPL's standards and the National Electric Safety Code ("NESC"). Specifically, in several incidents the attachments are attached too close to PPL's electric facilities and create a hazardous situation for your workers and PPL's crews. The attachments are also attached using j-hooks instead of bolt attachments in violation of PPL's standards.

**Ex. A**

**Ex. 3**

PPL is demanding that the Unauthorized Attachments be removed within ninety (90) days of this letter pursuant to sections 6.7 and 22.4 of the Agreement. Given that the Unauthorized Attachments have been placed within the electric space PPL is requiring that MAW use properly trained electrical workers to perform the work. If MAW does not remove the Unauthorized Attachments PPL reserves the right to remove the Unauthorized Attachments and bill MAW for all costs incurred by PPL in doing so. PPL will also consider having the entire Agreement terminated if MAW is unwilling to voluntarily remove the Unauthorized Attachments.

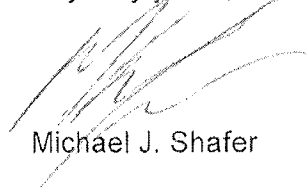
Additionally, PPL is demanding that MAW pay PPL an unauthorized attachment fee in the amount of \$1,608.00. This amount represents five times the annual attachment fee for each Unauthorized Attachment. PPL employees have been notified that MAW may be making unauthorized attachments on PPL's system. In accordance with section 6.7 of the Agreement, PPL personnel will stop MAW's work if MAW's employees and contractors are unable to provide proof of the required attachment approval when requested.

Finally, MAW's actions have created a significant concern for PPL that MAW will have difficulty meeting its financial obligations under the Agreement. It is for that reason that PPL is requiring MAW to provide a payment bond in the amount of \$50,000 in accordance with section 18.1.

PPL is extremely concerned about what appears to be the deliberate and deceitful actions of MAW in making numerous Unauthorized Attachments. These attachments have not undergone any type of engineering or safety review by PPL and potentially compromise the safety and reliability of PPL's facilities. These attachments also have not been documented by PPL in any way and create a hazard for our workers who may not be expecting to encounter MAW's attachments. Given the seriousness of MAW's conduct, PPL will pursue every remedy available to it under the law and the Agreement. I hope that you can appreciate that it is in MAW's best interest to resolve this issue as quickly as possible.

Thank you for your time, and what I anticipate to be your prompt cooperation in this matter.

Very truly yours,



Michael J. Shafer

cc via email: Ryan Yanek  
Steve Gelatko  
Paul Wirth  
Jeffrey A. Franklin, Esquire

Enclosure  
MJS/amb

**Ex. A**

**Ex. 3**

MAW COMMUNICATIONS, INC. UNAUTHORIZED ATTACHMENTS

The Unauthorized Attachments begin at a legal splice case at PPL Pole 40667S26466, and ends at the LGH Behavioral Health building at 802 New Holland Avenue Suite 100 Lancaster, PA 17602.

The following PPL Poles have Unauthorized Attachments:

Point	Pole #
1	40667S26466
2	40670S26463
3	40674S26459
4	40680S26454
5	40686S26447
6	40692S26440
7	40697S26445
8	40701S26449
9	40709S26457
10	40718S26466
11	40726S26474
12	40735S26483
13	40743S26491
14	40752S26501
15	40760S26509
16	40764S26513
17	40770S26512
18	40777S26511
19	40790S26508
20	40804S26506
21	40819S26504
22	40832S26503
23	40840S26501
24	40851S26500
25	40862S26497
26	40870S26505
27	40890S26510
28	40903S26508
29	40925S26504
30	40923S26498

Poles 17,18, 22, and 24 have clearance violations.

# **EXHIBIT 22**





# CABLE TV/TELECOM REBUILD REPORT

## (CAT Rebuild Report)

Page 1 of 1

<b>Name of Company</b> MAW Communications, Inc.		<b>Company Code</b> 295	<b>Date Submitted</b> 4/25/2017	
<b>Submitted by</b> Frank Wiczowski		<b>Phone Number</b> 610.781.6279	<b>E-mail Address</b> Frank@MAWcom.com	
<b>Mailing Address</b> PO Box 978, Reading, PA 19603-0978				

Item No.	City/Boro/Twp	County	Scheduled Start Date	Scheduled Completion Date
1	City of Lancaster	Lancaster	4/15/15	12/23/15
2	City of Lancaster	Lancaster	5/1/18	5/1/19
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

**PROVIDE A CONSTRUCTION PLAN OR HIGHLIGHTED LOCATION PLAN.**

**ALL REBUILD PROJECTS MUST BE COMPLETED WITHIN TWELVE MONTHS OF THE START DATE.**

**Remarks:** Please see attached Cover Letter and three drawings

**For PPL Use Only:**

Company Code \_\_\_\_\_ Date of Application \_\_\_\_\_ Sequence No. \_\_\_\_\_

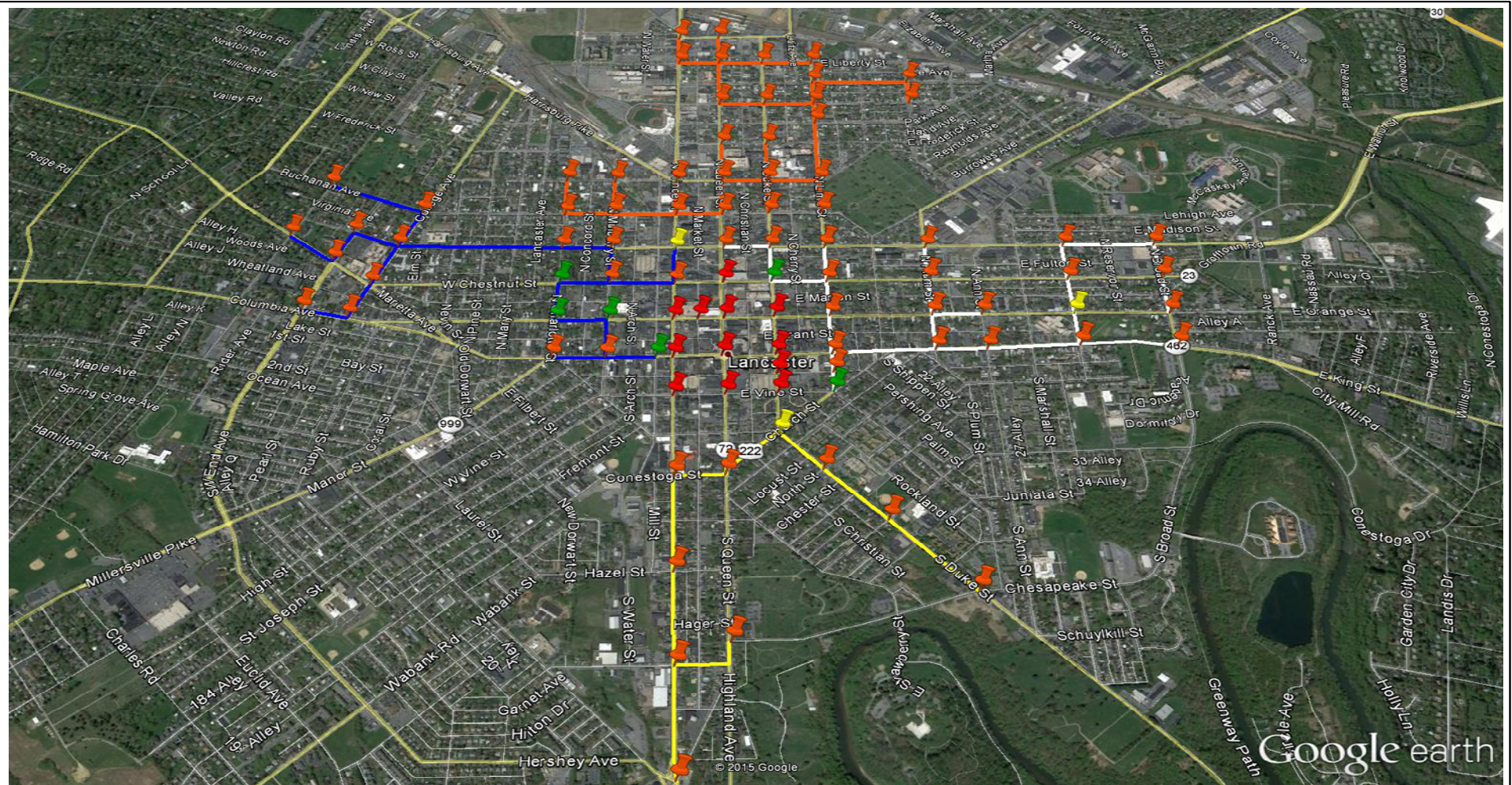
Approved by \_\_\_\_\_ Date \_\_\_\_\_

Entered by \_\_\_\_\_ Date \_\_\_\_\_

**Return to:**

**PPL Pole Attachment Services**  
Two North Ninth Street (GENN3)  
Allentown, PA 18101-1179

E-mail: [poleattachmentservices@PPLWeb.com](mailto:poleattachmentservices@PPLWeb.com)  
Call (610) 774-6447 with any questions  
FAX: 610-774-6875



- : Closed Loop System Master #1
- : Closed Loop System Master #2
- : Closed Loop System Master #3
- : Closed Loop System Master #4

Red Placemarks : Wireless Modems  
 Orange Placemarks : Fiber Modems  
 Yellow Placemarks : Master Controllers  
 Green Placemarks : Fiber / Wireless Modems

MAW Communications Inc.  
 Contact: Frank T Wiczowski  
 610.781.6279  
 Email: Frank@MAWcom.com

## City of Lancaster Existing Fiber Traffic Network



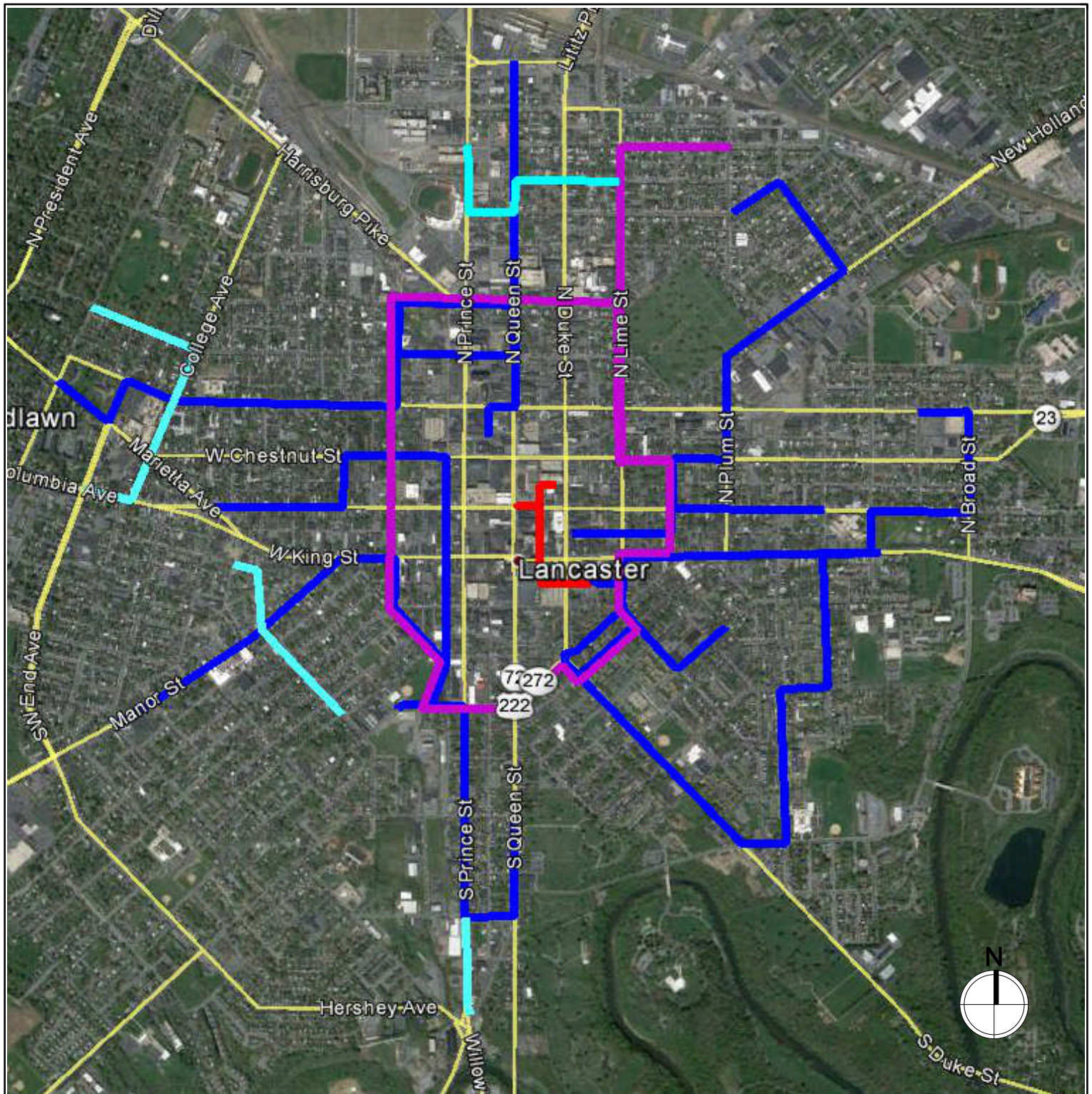
MAW Communications Inc.  
 P.O. Box 978  
 Reading, PA 19601 610.396.1050


Downtown Lancaster	SIZE	Area	DWG NO	REV
		Lancaster	MAW - Lancaster	1
Drawn By : JAS	SCALE	NA	3/23/2015	SHEET 1 of 1









<div><div></div> : 144 Count</div> <div><div></div> : F1 Cable</div> <div><div></div> : F2 Cable</div> <div><div></div> : Underground</div>	Confidential & Proprietary Information of MAW Communications Contact: Frank T Wiczkowski 610.781.6279 Email: Frank@MAWcom.com	MAW – Lancaster as Built Network			
		<div><div></div><div>MAW Communications Inc. P.O. Box 978 Reading, PA 19603 Phone # 610.781.6279</div></div>			
	Lancaster	SIZE	Area  Lancaster	DWG NO  MAW- Lancaster	REV  1
	Drawn By: JAS	SCALE	NA	12/15/2015	SHEET 1 of 1





MAW Communications Inc.  
Po Box 978  
Reading, PA 19603 [www.MAWcom.com](http://www.MAWcom.com)

PPL Services Corporation  
2 North 9<sup>th</sup> St.  
Allentown, PA 18101-1179

April 25, 2018

Attention Pole Attachment Services

Sent via e-mail to: [PoleAttachmentServices@pplweb.com](mailto:PoleAttachmentServices@pplweb.com)

Dear Sir or Madam,

Please find attached, Form 4834 for our J and Raising project in the City of Lancaster. This project consists of a rebuild of the attachments that MAW Communications, Inc. took over from the Lancaster Community Safety Coalition (LCSC) and the City of Lancaster, in 2015. Please see attached drawing, representing the J and Raised portion of the network to date.

As discussed with Bill Klokis of PPL in April of 2015, the existing plant was not up to carrier standards and therefore the plan includes a J-and-Raise of the existing plant and the placement of new strand utilizing the existing attachments. The work performed will be entirely within the limits of the City of Lancaster. Mr. Klokis supported and approved the project. However, through a clerical error, this form was not sent to PPL. Item # 1 on the attached form corrects the clerical error. Item #2 on the attached form will complete the project that was started but not completed in Item #1.

Also, please find attached, two drawings detailing the LCSC's Camera Network and the City of Lancaster's Traffic Network. Both of these networks are currently operating on the original network that was J and Raised by MAW per our letter dated January 15<sup>th</sup>, 2015. Additionally, both the City of Lancaster and the LCSC are in process of migrating their respective networks onto the new network.

Please accept my apologies for the clerical error in the lack of filing the attached Form. MAW is looking forward to working with PPL to ensure this project is completed safely, cost effectively and in a timely manner.

Sincerely,  
FTW, President  
Encl/4

CC: Jeffery Franklin, Eric Winter

# **EXHIBIT 23**

---

**From:** Neil Albert <nla@zpnalaw.com>  
**Sent:** Thursday, June 14, 2018 10:02 AM  
**To:** 'Jeffrey Franklin' <JFranklin@PrinceLaw.com>  
**Subject:** RE: Request for Service Restoration Authorization

Jeff,

Just so you know, this story was in the paper. The rental truck driver caught the overhanging line, pulled it down and just kept going, pulling down more and more stuff as he

went. He drove something like six blocks, creating havoc, and finally went back to where he started on Nevin Street, as if that was going to make it all better . . .

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**From:** Jeffrey Franklin [<mailto:JFranklin@PrinceLaw.com>]

**Sent:** Thursday, June 14, 2018 9:55 AM

**To:** 'Joseph D'Amico'; Michael J Shafer

**Cc:** Neil Albert; Eric Winter

**Subject:** FW: Request for Service Restoration Authorization

As per the April 13, 2018 Order paragraph no. 4, MAW is requesting access for service restoration as specified below. Please feel free to have the technical people work directly with each other. The company engineers can be reached at [engineering@mawcom.com](mailto:engineering@mawcom.com).

We were notified a rental truck pulled down a Comcast service drop located on PPL pole number 40130S26180. When the Comcast line was pulled down from the truck, it pulled our line down as well. The customer located at 525 West Lemon Street, suffered a loss of service as a result. In order to restore service, we require approval to allow our technician be able to reattach the service drop to the customer and if necessary, access the splice case located on strand spanning from pole number 40137S26181 to pole 40130S26180.

Repair will consist of placing the attachment to our strand spanning from pole 40137S26181 to 40130S26180 and reattaching the service drop to the above mentioned address. In the event the line is damaged and needs to be replaced, MAW will require access to work in the splice case. This will restore services to the customer located at 525 West Lemon Street.

Thank you.

Jeffrey A. Franklin, Esq.  
Prince Law Offices, P.C.  
646 Lenape Rd  
Bechtelsville, PA 19505  
888-313-0416, 84105 (TF)  
610-845-3803, 84105  
610-914-1953 (c)  
610-845-3903 (f)  
[JFranklin@PrinceLaw.com](mailto:JFranklin@PrinceLaw.com)  
[www.PrinceLaw.com](http://www.PrinceLaw.com)  
[Twitter](#) | [LinkedIn](#)

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**From :** Frank Wiczowski <[frank@mawcom.com](mailto:frank@mawcom.com)>

Wed, Jun 13, 2018 02:34 PM

**Subject :** Fwd: Request for Service Restoration Authorization

**To :** Leadership Team <[leadership@mawcom.com](mailto:leadership@mawcom.com)>

FYI ...



**Frank T Wiczowski**

President &amp; CEO, MAW Communications, Inc

610.781.6279 | [frank@mawcom.com](mailto:frank@mawcom.com)[www.mawcom.com](http://www.mawcom.com) PO box 978, Reading, PA 19603

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**From:** "Frank Wiczowski" <[frank@mawcom.com](mailto:frank@mawcom.com)>**To:** "Jeff Franklin" <[n3fmc@outlook.com](mailto:n3fmc@outlook.com)>**Cc:** "Eric Winter" <[ewinter@princelaw.com](mailto:ewinter@princelaw.com)>**Sent:** Wednesday, June 13, 2018 2:31:00 PM**Subject:** Request for Service Restoration Authorization

Hi Jeff,

At approximately 3:30 pm yesterday, we were notified a rental truck pulled down a Comcast service drop located on PPL pole number 40130S26180. When the Comcast line was pulled down from the truck, it pulled our line down as well. The customer located at 525 West Lemon Street, suffered a loss of service as a result. In order to restore service, we require approval to allow our technician be able to reattach the service drop to the customer and if necessary, access the splice case located on strand spanning from pole number 40137S26181 to pole 40130S26180.

Repair will consist of placing the attachment to our strand spanning from pole 40137S26181 to 40130S26180 and reattaching the service drop to the above mentioned address. In the event the line is damaged and needs to be replaced, MAW will require access to work in the splice case. This will restore services to the customer located at 525 West Lemon Street. The police were called to the scene and we will be following up with more information from the police as to the event that caused the line to be torn down.

Regards,  
FTW**Frank T Wiczowski**

President &amp; CEO, MAW Communications, Inc

610.781.6279 | [frank@mawcom.com](mailto:frank@mawcom.com)[www.mawcom.com](http://www.mawcom.com) PO box 978, Reading, PA 19603

# EXHIBIT 24

Zimbra

frank@mawcom.com

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**From:** Joseph D'Amico <[jsdamico@flblaw.com](mailto:jsdamico@flblaw.com)>  
**Sent:** Thursday, June 14, 2018 2:36 PM  
**To:** 'Jeffrey Franklin' <[JFranklin@PrinceLaw.com](mailto:JFranklin@PrinceLaw.com)>  
**Cc:** 'Eric Winter' <[ewinter@princelaw.com](mailto:ewinter@princelaw.com)>; Neil Albert <[nla@zpnalaw.com](mailto:nla@zpnalaw.com)>; Michael J. Shafer <[MJShafer@pplweb.com](mailto:MJShafer@pplweb.com)>  
**Subject:** FW: Response to Request for Service Restoration Authorization 525 West Lemon St

Please see below. In addition, I learned from PPL that the cable where the service drop connects was purely an unauthorized new build. There are no authorized MAW, City or Safety Coalition cables on these poles and therefore no chance this cable was intended to be a rebuild where the filing of an application could have made it legitimate.

**JOSEPH S. D'AMICO, JR. | SHAREHOLDER | FITZPATRICK LENTZ & BUBBA, P.C.**

4001 Schoolhouse Lane, Center Valley, PA 18034

Tel: (610) 797-9000, ext. 318 | Fax: (610) 289-8688

Administrative Assistant: Krista Zimmerman, ext. 335

[Email](#) | [Admin Email](#) | [Website](#) | [Bio](#) | [LinkedIn](#)

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**From:** Yanek, Ryan J [<mailto:RJYanek@pplweb.com>]  
**Sent:** Thursday, June 14, 2018 2:30 PM  
**To:** [engineering@mawcom.com](mailto:engineering@mawcom.com); [frank@mawcom.com](mailto:frank@mawcom.com)  
**Cc:** Shafer, Michael J <[MJShafer@pplweb.com](mailto:MJShafer@pplweb.com)>; Joseph D'Amico <[jsdamico@flblaw.com](mailto:jsdamico@flblaw.com)>  
**Subject:** Response to Request for Service Restoration Authorization 525 West Lemon St

Good Afternoon,

PPL received a request from MAW to access poles, strand and splice case on or between pole 40137S26181 and pole 40130S26180 in the area of 525 West Lemon Street.

We are denying the request to repair the Unauthorized Service Drop because it originates from Unauthorized Attachments.

Sincerely,

**Ryan J. Yanek, PMP** | [Project Manager - ATBS](#)

Distribution Asset Management | 610-774-2092 (Desk) | 610-509-6866 (Cell) | [rjyanek@pplweb.com](mailto:rjyanek@pplweb.com)



PPL EU  
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GENN3  
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